STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No. I&SE-RAO 02/03-018
	)	
Ascon Landfill Site	)	IMMINENT AND SUBSTANTIAL
21641 Magnolia Street	)	ENDANGERMENT DETERMINATION
Huntington Beach, California	)	AND ORDER
	)	AND REMEDIAL ACTION ORDER
	)	
Respondents:	)	
	)	Health and Safety Code
Exxon Mobil Corporation,	)	Sections 25355.5(a)(1)(B),
1996 Beach Coast Properties, L.P.,	)	25358.3(a), 58009 and 58010
1998 Beach Coast Properties, L.P.,	)	
Ocean View Partners, L.L.C.	)	
Signal Mortgage Company, Inc.	)	
Employees' Retirement Trust	)	
	)	
_____	)	

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) issues this Imminent and Substantial Endangerment Determination and Order and Remedial Action Order (Order) to Exxon Mobil Corporation, a New Jersey corporation, 1996 Beach Coast Properties, L.P., and 1998 Beach Coast Properties, L.P., Ocean View Partners, L.L.C., and Signal Mortgage Company, Inc. Employee's Retirement Trust (Respondents).

1.2 Property/Site. This Order applies to the property located at 21641 Magnolia Street, Huntington Beach, County of Orange, California 92646. The property consists of approximately 38 acres and is bounded by Hamilton Avenue on the north, Magnolia Street on the east, an oil storage tank area on the south, and the Huntington Beach flood control channel and an industrial area on the west. It is identified by Orange County Assessor's Parcel numbers 114-150-75, 114-150-78, 114-150-79, and 114-150-80. A figure showing the property is attached as Exhibit "A," "Site Map." This Order applies to the property and the areal extent of contamination that resulted from activities on the property (hereinafter, the "Site").

1.3 Jurisdiction. This Order is issued by DTSC to Respondents pursuant to its authority under Health and Safety Code sections 25358.3(a), 25355.5(a)(1)(B), 58009 and 58010.

Health and Safety Code section 25358.3(a) authorizes DTSC to take various actions, including issuance of an Imminent or Substantial Endangerment Determination and Order, when DTSC determines that there may be an imminent or substantial endangerment to the public health or welfare or to the environment, because of a release or a threatened release of a hazardous substance.

Health and Safety Code section 25355.5(a)(1)(B) authorizes DTSC to issue an order establishing a schedule for removing or remedying a release of a hazardous substance at a site, or for correcting the conditions that threaten the release of a hazardous substance. The order may include, but is not limited to requiring specific dates by which the nature and extent of a release shall be determined and the site adequately characterized, a remedial action plan prepared and submitted to DTSC for approval, and a removal or remedial action completed.

Health and Safety Code section 58009 authorizes DTSC to commence and maintain all proper and necessary actions and proceedings to enforce its rules and regulations; to enjoin and abate nuisances related to matters within its jurisdiction which are dangerous to health; to compel the performance of any act specifically enjoined upon any person, officer, or board, by any law of this state relating to matters within its jurisdiction; and/or on matters within its jurisdiction, to protect and preserve the public health.

Health and Safety Code section 58010 authorizes DTSC to abate public nuisances related to matters within its jurisdiction.

II. FINDINGS OF FACT

DTSC hereby finds:

2.1 Liability of Respondents. Each Respondent is a responsible party or liable person as defined in Health and Safety Code section 25323.5.

2.1.1 1996 Beach Coast Properties, L.P. and 1998 Beach Coast Properties, L.P. currently hold ownership interests in Orange County Assessor's Parcel Numbers 114-150-78, 114-150-79, and 114-150-80. Ocean View Partners, L.L.C. is the general partner of 1996 Beach Coast Properties, L.P. Howard B. Chapman, as Trustee of the Signal Mortgage Company, Inc. Employees' Retirement Trust (Trust), conveyed all of the Trust's ownership in the Site to 1998 Beach Coast Properties, L.P. in a Grant Deed recorded on December 10, 1998. The Grant Deed states that the Grantors and Grantees are comprised of the same parties and that the parties continue to hold the same proportionate interest.

2.1.2 Exxon Mobil Corporation is a successor in interest to Mobil Corporation, and Exxon Corporation. Exxon Corporation is a successor in interest to Humble Oil Company. Hazardous substances from the Mobil Refinery in Torrance, California and from a Humble Oil Company facility in Seal Beach, California were disposed at the Site.

These hazardous substances included various oily materials, sludges, tank bottoms, oil sump wastes and other refinery wastes.

2.2 Physical Description of Site.

2.2.1 The Site is located at the southwest corner of Magnolia Street and Hamilton Avenue in Huntington Beach, approximately 0.25 mile from the Pacific Ocean. The Site is located within a mixed commercial/industrial, recreational, and residential area; a community park (i.e., Edison Community Park) and a high school (i.e., Edison High School) are located directly across the street from the Site. Currently, the property is surrounded by an approximately 6-foot high chain-linked fence with a plastic sheeting visual barrier. Within the fence, the ground surface of the Site ranges approximately 0 to 25 feet above street level.

2.2.2 The Site consists of historic disposal areas, comprising former disposal pits, current “lagoons,” and former “lagoon” areas. At present, the Site consists of five waste lagoons, which are filled with oily waste material, covering approximately 30 percent of the surface area of the Site, and one pit (Pit F), containing styrene waste and other waste, located in the southeast area of the Site. The other pits and former lagoons, which contained viscous oily waste material, were filled in and covered with construction debris and fill materials the early 1970s through the mid-1980s. Pit F is presently enclosed with a chain-link fence and covered with a synthetic liner. Stockpiles of concrete, asphalt, and other wastes are scattered throughout the Site. Although the Site is fenced, there is evidence that trespassers have obtained access to the Site on occasion.

2.3 Site History.

2.3.1 The Site was an active disposal facility from approximately 1938 through 1984. Industrial and oil field wastes, including, but not limited to, rotary drilling muds, waste water brines, chromic acid, sulfuric acid, aluminum slag, oil tank bottoms, oil sump wastes, and styrene were disposed of at the Site. From 1971 through 1984, construction debris was also disposed of at the Site. Since 1984, the Site has not been used as a disposal facility and has remained undeveloped.

2.3.2 From approximately 1938 to 1950, the Garrish Brothers owned and operated the property as a disposal facility.

2.3.3 From 1950 to 1983, Steverson Brothers, Inc. (Steverson Brothers) owned and operated the Site as a disposal facility. In June of 1973, Salvatore Pugliese took over the day-to-day operations of the Site for Steverson Brothers and changed the name of the Site to As-Con Landfill. From 1971 to 1984, inert solid wastes, such as soil, concrete, asphalt, wood, metal, and abandoned vehicles, were disposed at the Site. However, beyond 1971, records show that industrial waste, including oil field wastes, were also disposed at the Site. Approximately 25 acres of the Site were used for disposal.

2.3.4 In 1983, Ascon Properties, Inc. (Ascon) purchased the Site. On January 10, 1984, DTSC listed the Site on its State Priority Ranking List. On October 29, 1984, DTSC initiated enforcement action against Ascon. On February 21, 1985, DTSC ordered Ascon to submit a Remedial Action Plan (RAP) for the Site. Ascon did not comply with the order and went into bankruptcy in 1989.

2.3.5. In January 1991, the NESI Investment Group (NESI), which had taken title to the Site through foreclosure, signed an agreement with DTSC which required NESI to remove liquid hazardous waste from the styrene waste pit (Pit F) and the five other waste ponds at the Site. NESI was ready to implement a removal of the oily liquids from the lagoons onsite in December 1991 but was ordered to halt removal work in March 1992 by the South Coast Air Quality Management District due to the need for proper air quality permits. The air permits were issued in August 1992 but NESI did not resume the implementation of the liquid removal plan. NESI filed for bankruptcy in January 1993.

2.3.6 In May 1993, the property was transferred to Signal Mortgage Company, Inc. (Signal Mortgage) by way of foreclosure proceedings against NESI. In November 1995, Signal Mortgage entered into an agreement with Savannah Resources Corporation (SRC) for the preparation of a Remedial Investigation/Feasibility Study (RI/FS) and RAP for the Site by SRC. SRC (through California/Nevada Developments, LLC (CND)) entered into a Voluntary Cleanup Agreement (VCA) with DTSC in May 1996. The VCA required the preparation of the RI/FS, RAP and other associated response action documents for the Site, subject to DTSC oversight and approval. CND prepared the draft RI/FS documents for soil/waste. DTSC approved the RI/FS for soil/waste on June 22, 2001. On June 20, 2001, DTSC received a 30-day notice from CND to terminate the VCA; the VCA was terminated on July 20, 2001.

2.3.7 On January 8, 2003, DTSC entered into an Imminent and Substantial Endangerment Determination and Consent Order, Docket No. I&SE-CO 02/03-007 (Consent Order), attached as Exhibit “B”, for the Site with the following parties: Atlantic Richfield Company; Chevron Environmental Management Company (including Chevron U.S.A. Inc, Chevron Pipe Line Company; and Texaco Inc.); Conoco Inc.; Phillips Petroleum Company; The Dow Chemical Company; Shell Oil Company; Southern California Edison Company; and Northrop Grumman Space & Mission Systems Corporation (formerly known as TRW, Inc.). These parties are also referred to herein as “Settling Parties.”

2.4 Hazardous Substances Found at the Site. Numerous investigations have been conducted to characterize the wastes, soils, air, and groundwater at the Site. The following Paragraphs present information from reports which are currently on file with DTSC.

2.4.1 In July 1982, Ecology & Environment, Inc. (E&E), under contract with the U.S. Environmental Protection Agency (U.S. EPA), prepared a Site Investigation

Report/Workplan. The report identified some of the hazardous substances disposed at the Site including chromic and nitric acid, sulfuric industrial wastes, metal-containing wastes, styrene wastes, used oil, and phenolic compounds.

2.4.2 In July 1983, E&E prepared a Monitoring Well Installation/Sampling Report presenting the results of Site activities. E&E installed eight groundwater monitoring wells along the perimeter of the Site to detect offsite migration of the waste, not to characterize onsite conditions. Soil, sediment and groundwater samples were also collected during the field activities. E&E concluded that the wastes onsite have not migrated offsite to the adjacent soils or the shallow groundwater. The work performed by E&E was under the oversight of U.S. EPA.

2.4.3 In December 1988, Radian Corporation (Radian) prepared a Site Characterization Report for Ascon to obtain a better understanding of the nature and extent of the contamination at the Site. A total of 58 soil and waste samples were collected from the waste pits and analyzed for total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals. The highest level of TPH was detected in Pit F at 970,000 mg/kg. Metals detected in the waste pits with the highest concentrations include aluminum, calcium, chromium, iron, potassium, magnesium, manganese, sodium, and zinc. Concentrations in the waste pits ranged from approximately 100 mg/kg to 22,000 mg/kg for this group. The following VOCs with their maximum concentrations were detected in the waste pits, methylene chloride (3 ug/kg), acetone (950 ug/kg), 2-butanone (4,300 ug/kg), benzene (5 ug/kg), toluene (6 ug/kg), ethylbenzene (2,300 ug/kg), styrene (25,000 ug/kg), and total xylene (170 ug/kg). Ten SVOCs were detected in the waste pits with 2-methylnapthalene and bis-(2-ethylhexyl)phthalate reaching maximum concentrations of 17,000 ug/kg.

2.4.4 A total of 15 surface waste samples from five lagoons were also collected and analyzed by Radian during the 1988 Site characterization. TPH levels in the lagoons ranged from 460,000 mg/kg to 530,000 mg/kg. Metals detected with the highest concentrations include calcium, sodium, and iron with concentrations ranging from 290 mg/kg to 3,600 mg/kg for this group. Aromatic VOCs including benzene, toluene, meta-xylene, ortho-xylene, and para-xylene were detected with levels ranging from 56 ug/kg to 3,800 ug/kg for this group.

2.4.5 Soil and waste samples from former lagoon areas were also obtained and analyzed by Radian during the 1988 Site characterization. Maximum TPH levels were detected at a level of 4,400 mg/kg. Levels of aromatic VOCs including benzene, toluene, ethylbenzene, chlorobenzene and xylenes were detected ranging from 44 ug/kg to 27,000 ug/kg in concentration. VOCs with maximum concentrations detected in the former lagoons included toluene (270 ug/kg), ethylbenzene (1,500 ug/kg), and total xylene (6,300 ug/kg).

2.4.6 Five groundwater monitoring wells were installed by Radian during the 1988 Site characterization. The wells were placed around the perimeter of the Site and

were all screened in the upper part of the native sand unit (Talbert Aquifer) underlying the Site. The depth to the water table at different parts of the Site range from 6 feet to 24 feet below ground surface, and ground surface of the Site ranges approximately 0 to 25 feet above street level. Groundwater samples were collected from 12 wells including wells installed during previous investigations. None of the wells contained levels of TPH greater than the detection limit of 2 ug/l. None of the metal concentrations detected exceeded drinking water standards or was considered to be significantly different from natural background levels. None of the samples contained arsenic, lead, or selenium. The highest halogenated VOC compound concentration detected was chloroform with a concentration of 6.5 ug/l. Ethylbenzene with a maximum concentration of 540 ug/l was the highest aromatic VOCs detected. Radian concluded the following: 1) VOCs in the soil can volatilize and generate air contaminants; 2) the potential exists for generating fugitive dust containing organic compounds from the contaminated surface soil; 3) there is some evidence of groundwater contamination beneath the Site; and 4) the potential for direct human contact with the contaminants and contaminant migration by surface water are minimal due to the fence and locked entrances, and runoff tends to migrate towards the lagoons and not offsite.

2.4.7 In May 1992, ISCO Industries/ITARA Engineers submitted a Draft Remedial Investigation Report to DTSC as part of the requirements of the Consent Agreement between DTSC and NESI Investment Group. The report concluded that contamination at the Site is primarily petroleum refining waste products and compounds that are generally present in crude oil. Soil contaminants are generally TPH, VOCs, and polynuclear aromatic hydrocarbons (PAHs).

2.4.8 In June 1997, Environmental Science & Engineering, Inc. (ESE) prepared a Remedial Investigation (RI) Report for the soil/waste and a Baseline Health Risk Assessment (BHRA) for SRC to satisfy its obligations to DTSC under the VCA. The purpose of the RI Report is to present, in one summary document, the results of site investigation work conducted at the Site to date. Limited groundwater RI activities were performed, and the groundwater RI is to be continued in the future. In addition to summarizing previous investigation at the Site, ESE performed two separate investigations in January and February 1996 and February and March 1997. The preparation of both the RI Report for soil/waste and BHRA were under DTSC oversight.

2.4.9 The 1996 investigation by ESE conducted an inventory and evaluated the existing groundwater monitoring wells at the Site. Also, groundwater depth and flow direction were determined, a biological survey was conducted, and oil, sludge, soil, and water from lagoons and Pit F were analyzed.

2.4.10 The 1997 investigation by ESE addressed the issue of the potential for offsite migration of contaminated groundwater and soil vapor. Direct push technology was used to collect samples of soil, soil gas, and groundwater for analysis. Except for methane and TPH, no organic compounds were detected in soil gas samples collected from offsite locations, thus, significant concentrations of more toxic VOCs were apparently not migrating off the Site in the subsurface. In groundwater samples, nine

VOCs, six SVOCs, and six metals were found at concentrations exceeding the PRGs. Almost all of these samples were collected onsite, indicating some migration of contaminants from buried waste materials and the pits and lagoons into the underlying groundwater. Barium and lead were detected in only one groundwater monitoring well, only lead had a concentration above the PRGs. No other constituent of concern was detected in the offsite groundwater samples. The report concluded that the contaminated soil and waste materials found at the Site are composed of compounds that are generally consistent with the historical disposal records and many of the organic compounds that were detected are typically found in crude oil and in wastes from petroleum production. Additionally, halogenated hydrocarbons and several metals were found that probably were a result of disposal of other types of industrial wastes. The chemical data presented in the RI Report show that there are detectable concentrations of chemicals in the soil and onsite groundwater that exceed the U.S. EPA Preliminary Remediation Goals and exceed the Resource Conservation and Recovery Act and California criteria for defining materials as hazardous wastes. The RI Report estimated the total post-excavation volume of waste material and contaminated soil to be approximately 750,000 to 840,000 cubic yards.

2.4.11 The BHRA quantitatively evaluated the potential health impacts associated with human exposure to chemicals released from the waste pits and lagoons at the Site. The BHRA concluded that the estimated health risk for adult and children living in the immediate vicinity of the Site, onsite workers, and trespassers exceed levels considered acceptable by California regulatory agencies. These potential risks were found to be associated with the volatilization and subsequent inhalation of volatile organic compounds and oral and dermal contact with contaminants in the soil.

2.4.12 In November 2000, ENVIRON International Corporation (ENVIRON) prepared a Feasibility Study (FS) for soil/waste under contract with CND to satisfy various obligations to DTSC under the VCA. The objectives of the FS were to evaluate remedial technologies for addressing the affected media at the Site and process options for the implementation of those technologies. According to the FS, the affected media include soils and drilling muds in the former and current lagoons and in the pits, liquid hydrocarbon wastes in Lagoons 1 and 2, tarry styrene waste in Pit F, surface water in current lagoons, construction debris throughout the Site, and groundwater beneath the Site. The FS concluded that source removal is the most suitable remedial alternative for the Site. According to the FS, the total estimated cost for source removal is approximately $31.5 million. Based on previous investigations, the FS found that there is minimal impact to the groundwater at the Site and that there is no immediate need for groundwater remediation. The groundwater RI and need for groundwater remediation will be evaluated separately. The preparation of the FS Report for soil/waste was under DTSC oversight.

2.5 Health Effects.

2.5.1 Metals detected at the Site, greater then typical background concentrations, include arsenic, lead, chromium, cadmium, mercury, and thallium.

Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, circulatory, kidney, and nervous system damage. Inhalation of some metals can also produce immune reactions including asthma.

2.5.2 Pesticides detected at the Site include p,p'-Dichlorodiphenyldichloroethane (DDD), p,p'-Dichlorodiphenyldichloroethylene (DDE), lindane, and chlordane. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, liver and kidney damage, developmental and reproductive impairment, and effects on the immune system.

2.5.3 SVOCs detected at the Site include polycyclic aromatic hydrocarbons such as benzo(a)pyrene and naphthalene, benzidine, polychlorinated biphenyls, phenol, and phthalates. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, liver and kidney damage, developmental and reproductive impairment, and effects on the immune system.

2.5.4 VOCs detected at the Site include petroleum hydrocarbons (such as benzene, toluene, ethylbenzene, xylene), methylene chloride, styrene, chloroform, chlorinated solvents (including dichloroethane, dichloroethene, trichloroethane), and others. Significant risks from many of these chemicals may occur primarily by inhalation, including cancer, liver and kidney damage, respiratory impairment and central nervous system effects.

2.6 Routes of Exposure.

2.6.1 The Site has several lagoons and pits which contain plating acids and other industrial wastes. Volatile waste components present in the lagoons and Pit F may volatilize from the surface and disperse in the atmosphere which may cause exposure to onsite and offsite receptors via the inhalation route. Also, disturbance of these ponds and/or pits may result in the release of vapors or hazardous particulates into the atmosphere where persons may inhale or ingest such substances unless adequate measures are taken to prevent or control such a release.

2.6.2 Though the Site is fenced, there is a potential for direct contact with contaminated soils and accumulated contaminated runoff by persons or trespassers, due to previous trespassing, on the Site. Also, rainwater runoff which may come into contact with contaminated soils on the Site and goes outside the Site fence is another potential pathway of direct exposure.

2.6.3 Chemicals that were disposed of at the Site have migrated and may continue to migrate into the soil and groundwater beneath and adjacent to the Site. Exposure to impacted groundwater may occur if groundwater is pumped for use or if discharged into a surface water body. The potential for Site contamination to impact

drinking water supplies should be fully assessed.

2.6.4 The migration of Site contaminants to a nearby wetlands area via the groundwater and/or surface water runoff may potentially expose wildlife to hazardous constituents.

2.7 Public Health and/or Environmental Risk.

2.7.1 The 1997 BHRA by ESE concluded that the estimated health risk for adult and children living in the immediate vicinity of the Site, and onsite workers, trespassers, and hypothetical residents exceeds levels considered acceptable by California regulatory agencies. These potential risks were found to be associated with the estimated volatilization and subsequent inhalation of VOCs and oral and dermal contact with contaminants in the soil.

2.7.2 Trespassers appear to continue visiting the Site in spite of efforts to enclose the Site and the posting of prominent warnings. There exists the possibility that a trespasser might be injured.

2.7.3 Air quality authorities have received complaints from the Site's neighbors about odorous emissions from Pit F. Some of the complaints indicate that the smell is strong enough to cause nausea, headaches, and respiratory discomfort.

2.7.4 The wildlife at or in the immediate vicinity of the Site do not appear to include rare or endangered species. However, the physical condition at the Site has contributed to some wildlife deaths.

2.7.5 A wetlands area is located approximately one mile south to southeast of the Site. No direct connection between the groundwater and surface runoff between the two areas have been identified; however, as long as the waste materials at the Site are not effectively contained, there exists the potential for future migration of the waste materials from the Site to the wetlands area. The most likely route for future contaminant migration between the two areas is through the unlined Huntington Beach flood control channel that currently passes the westerly edge of the Site and flows through the Talbert Marsh wetland.

III. CONCLUSIONS OF LAW

3.1 Each Respondent is a responsible party as defined by Health and Safety Code section 25323.5.

3.2 Each of the substances listed in Paragraph 2.4 is a "hazardous substance" as defined in Health and Safety Code section 25316.

3.3 There has been a “release” and/or there is a “threatened release” of hazardous substances listed in Paragraph 2.4 at the Site, as defined in Health and Safety Code section 25320.

3.4 The actual and threatened release of hazardous substances at the Site may present an imminent and substantial endangerment to the public health or welfare or to the environment.

3.5 Response action is necessary to abate a public nuisance and/or to protect and preserve the public health.

IV. DETERMINATION

4.1 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that response action is necessary at the Site because there has been a release and/or there is a threatened release of a hazardous substance.

4.2 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that there may be an imminent and/or substantial endangerment to the public health or welfare or to the environment because of the release and/or the threatened release of the hazardous substances at the Site.

V. ORDER

Based on the foregoing, IT IS HEREBY ORDERED THAT Respondents conduct the following response actions in the manner specified herein, and in accordance with a schedule specified by DTSC as follows:

5.1 DTSC has entered into a Consent Order with other Responsible Parties. Paragraphs 5.1 through 5.20 of the Consent Order set forth the scope of work and other requirements for performing response actions at the Site. Respondents shall be jointly and severally responsible for performing each response action required in Paragraphs 5.1 through 5.20 of the Consent Order.

5.2 Respondents shall participate and coordinate with the Settling Parties listed in the Consent Order to perform the response actions as set forth in Paragraph 5.1, above.

5.3 Within ten (10) days of the effective date of this Order, each Respondent shall submit a notice to DTSC of its intent to comply with this Order.

VI. GENERAL PROVISIONS

6.1 Project Coordinator. Within fifteen (15) days from the effective date of this Order, Respondents shall submit to DTSC in writing the name, address, and telephone number of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from DTSC. Respondents may change the Project Coordinator upon written notice to DTSC. Respondents shall obtain approval from DTSC before the new Project Coordinator performs any work under this Order. If the Project Coordinator selected by Respondents is not the same as the Project Coordinator selected by the Settling Parties, Respondents shall explain how communication, participation, and coordination will occur between the Project Coordinators in the Communication, Participation and Coordination Plan.

6.2 Communication, Participation and Coordination Plan (CPCP). Within thirty (30) days from the effective date of this Order, Respondents shall submit to DTSC for approval a CPCP which specifies the requirements and procedures by which Respondents will communicate, participate, and coordinate with one another and the Settling Parties in carrying out the requirements of this Order.

6.3 Project Engineer/Geologist. The work performed pursuant to this Order shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous substance site cleanups. Within fifteen (15) days from the effective date of this Order, Respondents must submit: a) the name and address of the project engineer or geologist chosen by Respondents; and b) in order to demonstrate expertise in hazardous substance cleanup, the resumé of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. Respondents shall promptly notify DTSC of any change in the identity of the Project Engineer/Geologist. Respondents shall obtain approval from DTSC before the new Project Engineer/Geologist performs any work under this Order. If the Project Engineer/Geologist selected by Respondents is not the same as the Project Engineer/Geologist selected by the Settling Parties, Respondents shall explain how communication and participation and coordination will occur between the Project Engineer/Geologist in the Communication, Participation and Coordination Plan.

6.4 Monthly Summary Reports. Within thirty (30) days from the effective date of this Order, and on a monthly basis thereafter, Respondents shall submit a Monthly Summary Report of their activities under the provisions of this Order. The report shall be received by DTSC by the fifteenth (15th) day of each month and shall describe:

(a) Specific actions taken by or on behalf of Respondents during the previous calendar month, including communication, participation and coordination activities with the Settling Parties;

(b) Actions expected to be undertaken during the current calendar month;

(c) All planned activities for the next month;

(d) Any requirements under this Order that were not completed;

(e) Any problems or anticipated problems in complying with this Order; and

(f) All results of sample analyses as presented in the final data packages from the analytical lab, and other tests and other data generated under this Order received during the previous calendar month, and any significant findings from these data.

6.5 Quality Assurance / Quality Control (QA/QC). All sampling and analysis conducted by Respondents under this Order shall be performed in accordance with QA/QC procedures submitted by Respondents and approved by DTSC pursuant to this Order.

6.6 Submittals. All submittals and notifications from Respondents required by this Order shall be sent either by facsimile transmission, first-class mail, hand delivery, or express delivery service to:

Mr. Thomas M. Cota, Chief
Southern California Cleanup Operations Branch – Cypress Office
Attention: Ms. Christine Chiu, Project Manager [two copies]
Southern California Cleanup Operations Branch, Cypress
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630-4732

6.7 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to the Project Coordinator for Respondents in writing by DTSC's Chief of the Southern California Cleanup Operations Branch – Cypress Office, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Respondents shall be construed to relieve Respondents of the obligation to obtain such formal approvals as may be required.

6.8 DTSC Review and Approval. (a) All response actions taken pursuant to this Order shall be subject to the approval of DTSC. Respondents shall submit all deliverables required by this Order to DTSC. Once the deliverables are approved by DTSC, they shall be deemed incorporated into, and where applicable, enforceable under this Order.

(b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Order fails to comply with this Order or fails to protect public health or safety or the environment, DTSC may:

(1) Modify the document as deemed necessary and approve the document as modified; or

(2) Return comments to Respondents with recommended changes and a date by which Respondents must submit to DTSC a revised document incorporating the recommended changes.

(c) Any modifications, comments or other directives issued pursuant to (a) above, are incorporated into this Order. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Order.

6.9 Compliance with Applicable Laws. Nothing in this Order shall relieve Respondents from complying with all other applicable laws and regulations, including but not limited to compliance with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board. Respondents shall conform all actions required by this Order with all applicable federal, state and local laws and regulations.

6.10 Respondents' Liabilities. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondents. Nothing in this Order is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Order is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Order, Respondents may be required to take further actions as are necessary to protect public health and the environment.

6.11 Site Access. Access to the Site and laboratories used for analyses of samples under this Order shall be provided at all reasonable times to employees, contractors, and consultants of DTSC. Nothing in this Paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of Respondents in carrying out the terms of this Order; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Respondents.

6.11.1 To the extent the Site or any other property to which access is required for the implementation of this Order is owned or controlled by persons other than Respondents, Respondents shall use best efforts to secure from such persons access

for Respondents, as well as DTSC, its representatives, and contractors, as necessary to effectuate this Order. To the extent that any portion of the Site is controlled by tenants of Respondents, Respondents shall use best efforts to secure from such tenants, access for Respondents, as well as for DTSC, its representatives, and contractors, as necessary to effectuate this Order. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. If any access required to complete the work is not obtained within forty-five (45) days of the date DTSC notifies Respondents in writing that additional access is necessary, Respondents shall promptly notify DTSC and shall include in that notification a summary of the steps Respondents have taken to attempt to obtain access. DTSC may, as it deems appropriate, assist Respondents in obtaining access. Respondents shall reimburse DTSC in obtaining access, including, but not limited to, attorneys fees and the amount of just compensation.

6.12 Site Access for Respondents. The Site owner Respondents shall grant access to other Respondents who are in compliance with this Order and Settling Parties for the purpose of conducting activities pursuant to this Order or for activities deemed necessary by DTSC to meet the objectives of this Order.

6.13 Sampling, Data and Document Availability. Respondents shall permit DTSC and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondents or on Respondents behalf in any way pertaining to work undertaken pursuant to this Order. Respondents shall submit all such data upon the request of DTSC. Copies shall be provided within seven (7) days of receipt of DTSC's written request. Respondents shall inform DTSC at least seven (7) days in advance of all field sampling under this Order, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Order. Respondents shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order.

6.14 Record Retention. All such data, reports and other documents shall be preserved by Respondents for a minimum of ten (10) years after the conclusion of all activities under this Order. If DTSC requests that some or all of these documents be preserved for a longer period of time, Respondents shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Respondents shall notify DTSC in writing, at least six (6) months prior to destroying any documents prepared pursuant to this Order.

6.15 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or related parties specified in Paragraph 6.27, Parties Bound, in carrying out activities pursuant to this Order, nor shall the State of California be held as party to any contract entered into by Respondents or its agents in carrying out activities pursuant to this Order.

6.16 Additional Actions. By issuance of this Order, DTSC does not waive the right to take any further actions authorized by law.

6.17 Extension Requests. If Respondents are unable to perform any activity or submit any document within the time required under this Order, Respondents may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.18 Extension Approvals. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondents shall comply with the new schedule incorporated in this Order.

6.19 Liability for Costs . Respondents are liable for all of DTSC's costs that have been incurred in taking response actions at the Site (including costs of overseeing response actions performed by Respondents and Settling Parties) and costs to be incurred in the future.

6.20 Payment of Costs. DTSC may bill Respondents for costs incurred in taking response actions at the Site prior to the effective date of this Order. DTSC will bill Respondents quarterly for its response costs incurred after the effective date of this Order. Respondents shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1.

6.20.1 All payments made by Respondents pursuant to this Order shall be by cashier's or certified check made payable to "DTSC," and shall bear on the face the project code of the Site (Site #400007) and the Docket number of this Order. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 “I” Street
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Order.

6.21 Severability. The requirements of this Order are severable, and Respondents shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

6.22 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondents

pursuant to this Order are incorporated in this Order upon DTSC's approval or as modified pursuant to Paragraph 6.8, DTSC Review and Approval, and shall be implemented by Respondents. Any non-compliance with the documents incorporated in this Order shall be deemed non-compliance with this Order.

6.23 Modifications. DTSC reserves the right to unilaterally modify this Order. Any modification to this Order shall be effective upon the date the modification is signed by DTSC and shall be deemed incorporated in this Order.

6.24 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Order and "days" means calendar days. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the next business day.

6.25 Termination and Satisfaction. Except for Respondents' obligations under Paragraphs 5.14 Operation and Maintenance (O&M), 5.15 Five-Year Review, 5.20 Financial Assurance of the Consent Order, and Paragraphs 6.14 Record Retention, 6.19 Liability for Costs, and 6.20 Payment of Costs of this Order, Respondents obligations under this Order shall terminate and be deemed satisfied upon Respondents receipt of written notice from DTSC that Respondents have complied with all the terms of this Order.

6.26 Calendar of Tasks and Schedules. This Paragraph is merely for the convenience of listing in one location the tasks and submittals required by this Order. If there is a conflict between the date for a scheduled task or submittal within this Paragraph and the date within the Paragraph describing the specific requirement, the latter shall govern.

Calendar of Tasks and Schedules

	TASK	SCHEDULE
a.	Submit Notice of Intent to Comply; Paragraph 5.3;	Within 10 days from the effective date of this Order.
1.	Identify Project Coordinator; Paragraph 6.1;	Within 15 days from the effective date of this Order.
2.	Submit CPCP; Paragraph 6.2;	Within 30 days from the effective date of this Order.
3.	Identify Project Engineer/Geologist; Paragraph 6.3;	Within 15 days from the effective date of this Order.
4.	Submit Monthly Summary Reports; Paragraph 6.4;	Within 30 days from the effective date of this Order, and monthly thereafter.

5.	Submit Removal Action Workplan; Paragraph 5.1.3 of Consent Order;	As specified by DTSC.
6.	Submit Workplan for Air Monitoring; Paragraph 5.1.5 of Consent Order;	As determined by DTSC.
7.	Attend Site Remediation Strategy Meeting; Paragraph 5.1.6 of Consent Order;	Within 20 days from the effective date of this Order, or as specified by DTSC.
8.	Submit RI/FS Workplan for Groundwater; Paragraph 5.2.2 of Consent Order;	Within 60 days from the effective date of the Consent Order.
9.	Submit addendum to approved RI/FS Workplan for Groundwater; Paragraph 5.2.4 of Consent Order;	Prior to the modification or initiation of new activities.
10.	Submit RI Report for Groundwater; Paragraph 5.3 of Consent Order;	Per schedule in approved RI/FS Workplan for Groundwater.
11.	Submit Baseline Risk Assessment; Paragraph 5.4 of Consent Order;	Within 45 days, or as required by DTSC, from submittal of RI Report for Groundwater.
12.	Submit FS Report for Groundwater; Paragraph 5.5 of Consent Order	No later than 45 days from submittal of RI Report for Groundwater.
13.	Submit Interim Screening and Evaluation document; Paragraph 5.6 of Consent Order.	As requested by DTSC.
14.	Submit Treatability Studies; Paragraph 5.7 of Consent Order	As required during Site characterization or as requested by DTSC.
15.	Update Community Relations Plan into a PPP. Paragraph 5.8.1 of Consent Order;	As requested by DTSC.
16.	Conduct a baseline community survey; Paragraph 5.8.2 of Consent Order;	As requested by DTSC.
17.	Implement public participation support activities; Paragraph 5.8.3 of Consent Order;	As specified in the PPP and/or as requested by DTSC.

18.	Provide information to facilitate compliance with CEQA; Paragraph 5.9 of Consent Order;	As requested by DTSC.
19.	Complete Draft RAP for Soil/Waste; Paragraph 5.10 of Consent Order;	As directed by DTSC.
20.	Submit Draft RAP for Groundwater; Paragraph 5.10 of Consent Order;	No later than 30 days from DTSC approval of FS Report of Groundwater.
21.	Submit Responsiveness Summary for each Draft RAP; Paragraph 5.10.2 of Consent Order;	Within 30 days of closure of each public comment period.
22.	Submit each Final RAP; Paragraph 5.10.3 of Consent Order	Within 20 days of receipt of DTSC's comments of each Draft RAP.
23.	Submit each preliminary Remedial Design; Paragraph 5.11 of Consent Order;	Within 60 days after DTSC approval of each Final RAP.
24.	Have Deed Restrictions/Land Use Covenants signed and recorded; Paragraph 5.12 of Consent Order;	Within 90 days of DTSC approval of each Final RAP, or as directed by DTSC.
25.	Submit each Implementation Report; Paragraph 5.13 of Consent Order;	Within 30 days of completion of field activities for each final RAP.
26.	Submit each O&M Workplan; Paragraph 5.14 of Consent Order;	Within 30 days of DTSC’s request.
27.	Submit each Remedial Action Review Workplan; Paragraph 5.15 of Consent Order;	Within 30 days before end of Five-Year Review period.
28.	Submit Emergency Response Action Report; Paragraph 5.18 of Consent Order;	Within 7 days of an emergency response action.
29.	Demonstrate financial assurance; Paragraph 5.20 of Consent Order;	Prior to the initiation of O&M activities.
30.	Maintain financial assurance; Paragraph 5.20 of Consent Order;	Throughout the period of time necessary to complete all required O&M activities.

31.	Provide notice of steps taken to attempt to obtain access when not secured; Paragraph 6.11.1;	Within 45 days from date of DTSC's written notice.
32.	Provide copies of sampling, data, and documentation; Paragraph 6.13;	Within 7 days of receipt of DTSC's written request.
33.	Provide prior notice before conducting field sampling; Paragraph 6.13;	Inform DTSC 7 days in advance of sampling.
34.	Maintain central depository of data, reports, documentation; Paragraph 6.14;	Minimum of ten 10 years after conclusion of all activities conducted pursuant to this Order.
35.	Provide prior written notice before destroying any documentation prepared pursuant to this Order; Paragraph 6.14;	At least 6 months prior to destroying any documents.
36.	Provide written request for extension of time; Paragraph 6.17;	In advance of date the activity or document is due.
37.	Provide payment for any DTSC billing and provide photocopy of payment check; Paragraph 6.20.	Within 60 days of receipt of billing.

6.27 Parties Bound. This Order applies to and is binding upon Respondents, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to, individuals, partners, and subsidiary and parent corporations. Respondents shall provide a copy of this Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Order, within fifteen (15) days after the effective date of this Order or the date of retaining their services, whichever is later. Respondents shall condition any such contracts upon satisfactory compliance with this Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Order and for ensuring that its subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Order.

6.28 Change in Ownership. No change in ownership or corporate or partnership status relating to the Site shall in any way alter Respondents' responsibility under this Order. No conveyance of title, easement, or other interest in the Site, or a portion of the

Site, shall affect Respondents' obligations under this Order. Unless DTSC agrees that such obligations may be transferred to a third party, Respondents shall be responsible for and liable for any failure to carry out all activities required of Respondents by the terms and conditions of this Order, regardless of Respondents' use of employees, agents, contractors, or consultants to perform any such tasks. Respondents shall provide a copy of this Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred.

6.29 Obligation to Perform. The undertaking or completion of any requirement of this Order by any other person, with or without the participation of Respondents, shall not relieve Respondents of their obligation to perform each and every other requirement of this Order.

6.29.1 Any failure to perform, in whole or in part, any requirement of this Order by any other person with whom Respondents are coordinating or participating in the performance of such requirement shall not relieve any Respondent of its obligation to perform each and every requirement of this Order.

VII. NOTICE OF INTENT TO COMPLY

7. Notice of Intent to Comply. Not later than ten (10) days after the effective date of this Order, each Respondent shall provide written notice, in accordance with paragraph 6.6 ("Submittals") of this Order, stating whether or not Respondent will comply with the terms of this Order. If any Respondent does not unequivocally commit to perform all of the requirements of this Order, each so refusing shall be deemed to have violated this Order and to have failed or refused to comply with this Order. Each Respondent's written notice shall describe, using facts that exist on or prior to the effective date of this Order, any "sufficient cause" defenses asserted by Respondent under Health and Safety Code sections 25358.3(a) and 25359.2 or CERCLA section 107(c)(3), 42 U.S.C. section 9607(c)(3).

VIII. EFFECTIVE DATE

8. This Order is final and effective five (5) days from the date of mailing, which is the date of the cover letter transmitting the Order to you.

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IX. PENALTIES FOR NONCOMPLIANCE

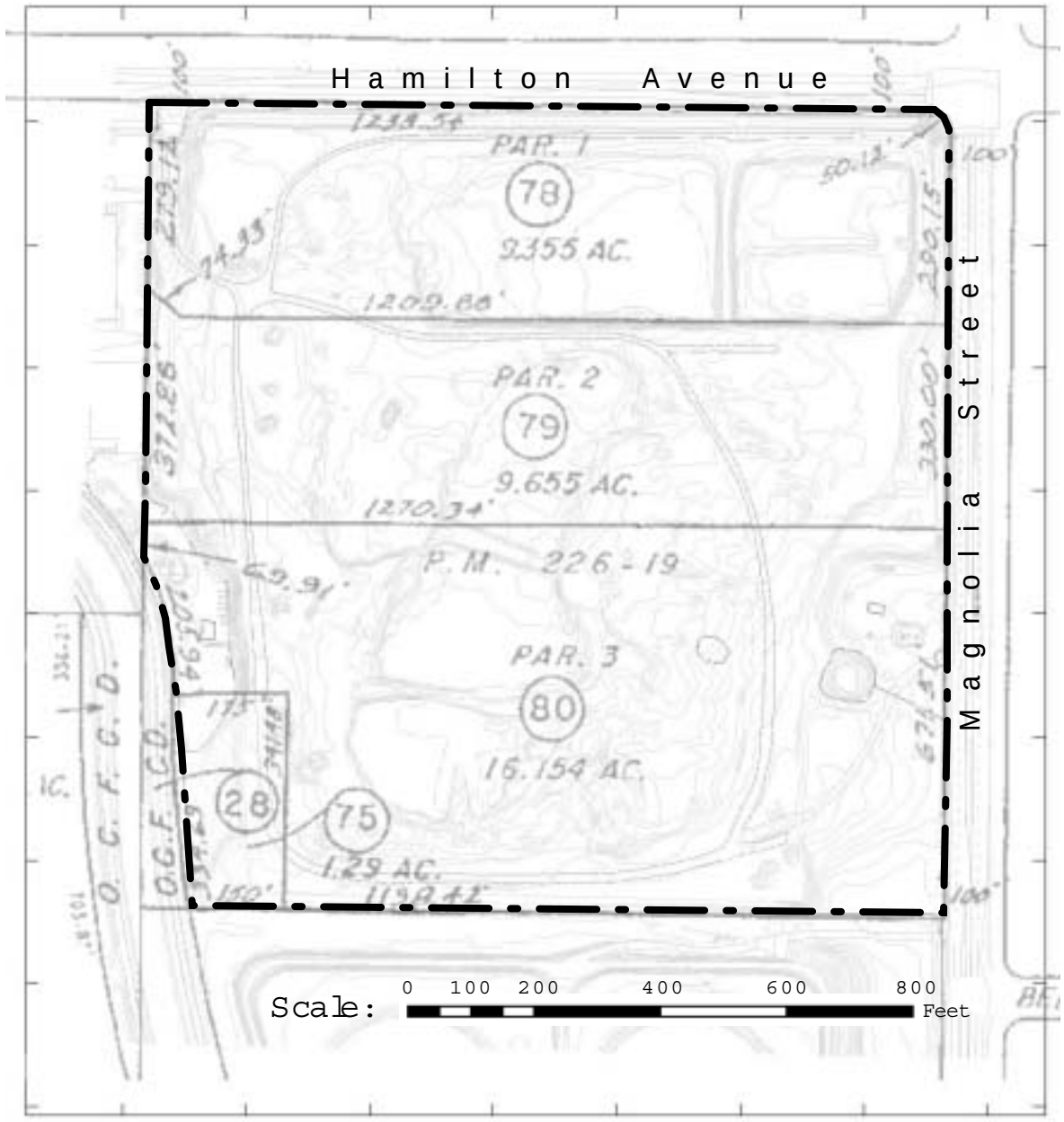
9. Each Respondent may be liable for penalties of up to $25,000 for each day out of compliance with any term or condition set forth in this Order and for punitive damages up to three times the amount of any costs incurred by DTSC as a result of Respondents failure to comply, pursuant to Health and Safety Code sections 25359, 25359.2, 25359.4, and 25367(c). Health and Safety Code section 25359.4.5 provides that a responsible party who complies with this Order, or with another order or agreement concerning the same response actions required by this Order, may seek treble damages from Respondents who fail or refuse to comply with this Order without sufficient cause.

DATE: 02/28/03

[original signed by Thomas M. Cota]
Thomas M. Cota, Chief
Southern California Cleanup Operations Branch - Cypress Office
Department of Toxic Substances Control

Exhibit A: Site Map

Exhibit B: In the Matter of Ascon Landfill Site, Imminent and Substantial Endangerment Determination and Consent Order between the Department of Toxic Substances Control and Settling Parties, Docket No. I&SE-CO 02/03-007



LEGEND

Property Boundary

Parcel Number	Assessor's Parcel Number
75	114-150-75
78	114-150-78
79	114-150-79
80	114-150-80

Notes:

1) All four parcels are owned by 1998 Beach Coast Properties, L.P.
2) County of Orange Assessor's Parcel Map (2000).

Site Map		Exhibit A
Ascon Landfill Site, Huntington Beach, California	February 26, 2003	Project Navigator, Ltd.

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No. I&SE-CO 02/03-007
	)	
Ascon Landfill Site	)	IMMINENT AND SUBSTANTIAL
21641 Magnolia Street	)	ENDANGERMENT DETERMINATION
Huntington Beach, California	)	AND CONSENT ORDER BETWEEN
	)	THE DEPARTMENT OF TOXIC
Respondents:	)	SUBSTANCES CONTROL AND
	)	SETTLING PARTIES
(see Exhibit “A”)	)	
	)	
	)	Health and Safety Code
	)	Sections 25355.5(a)(1)(B) and (C),
	)	25358.3(a), 58009 and 58010
	)	
_____	)	

Table of Contents

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No. I&SE-CO 02/03-007
	)	
Ascon Landfill Site	)	IMMINENT AND SUBSTANTIAL
21641 Magnolia Street	)	ENDANGERMENT DETERMINATION
Huntington Beach, California	)	AND CONSENT ORDER BETWEEN
	)	THE DEPARTMENT OF TOXIC
Respondents:	)	SUBSTANCES CONTROL AND
	)	SETTLING PARTIES
(see Exhibit "A")	)	
	)	
	)	Health and Safety Code
	)	Sections 25355.5(a)(1)(B) and (C),
	)	25358.3(a), 58009 and 58010
	)	
_____	)	

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) and the undersigned Settling Parties, their successors and assigns (the Settling Parties or Respondents), as listed in the attached Exhibit "A", hereby enter into this Consent Order and agree to its terms and conditions. DTSC and Respondents are referred to collectively herein as the Parties.

1.2 Property/Site. This Consent Order applies to the property located at 21641 Magnolia Street, Huntington Beach, County of Orange, California 92646. The property consists of approximately 38 acres and is bounded by Hamilton Avenue on the north, Magnolia Street on the east, an oil storage tank area on the south, and the Huntington Beach flood control channel and an industrial area on the west. It is identified by Assessor's Parcel numbers 114-150-75, 114-150-78, 114-150-79, and 114-150-80. A figure showing the property is attached as Exhibit "B," "Site Map." This Consent Order applies to the property and the areal extent of contamination that resulted from activities on the property (hereinafter, the "Site").

1.3 Jurisdiction. This Consent Order is entered into by the parties pursuant to Health and Safety Code sections 25358.3(a), 25355.5(a)(1)(B) and (C), 58009 and 58010.

Health and Safety Code section 25358.3(a) authorizes DTSC to take various actions, including issuance of an Imminent or Substantial Endangerment Determination and Order, when DTSC determines that there may be an imminent or substantial endangerment to the public health or welfare or to the environment, because of a release or a threatened release of a hazardous substance.

Health and Safety Code section 25355.5(a)(1)(B) authorizes DTSC to issue an order establishing a schedule for removing or remedying a release of a hazardous substance at a site, or for correcting the conditions that threaten the release of a hazardous substance. The order may include, but is not limited to requiring specific dates by which the nature and extent of a release shall be determined and the site adequately characterized, a remedial action plan prepared and submitted to DTSC for approval, and a removal or remedial action completed.

Health and Safety Code section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with a potentially responsible party for the site which requires the party to take necessary corrective action to remove the threat of the release, or to determine the nature and extent of the release and adequately characterize the site, prepare a remedial action plan, and complete the necessary removal or remedial actions, as required in the approved remedial action plan.

Health and Safety Code section 58009 authorizes DTSC to commence and maintain all proper and necessary actions and proceedings to enforce its rules and regulations; to enjoin and abate nuisances related to matters within its jurisdiction which are dangerous to health; to compel the performance of any act specifically enjoined upon any person, officer, or board, by any law of this state relating to matters within its jurisdiction; and/or on matters within its jurisdiction, to protect and preserve the public health.

Health and Safety Code section 58010 authorizes DTSC to abate public nuisances related to matters within its jurisdiction.

II. DTSC'S FINDINGS OF FACT

DTSC hereby finds:

2.1 Liability of Respondents. Each Respondent is a responsible party or liable person as defined in Health and Safety Code section 25323.5.

2.1.1 1998 Beach Coast Properties, L.P. (formerly, Signal Mortgage Company, Inc.) currently owns the property.

2.1.2 All other Respondents listed in Exhibit "A" are generators who arranged for the disposal or treatment of hazardous substances detected at the Site.

2.2 Physical Description of Site.

2.2.1 The Site is located at the southwest corner of Magnolia Street and Hamilton Avenue in Huntington Beach, approximately 0.25 mile from the Pacific Ocean. The Site is located within a mixed commercial/industrial, recreational, and residential area; a community park (i.e., Edison Community Park) and a high school (i.e., Edison High School) are located directly across the street from the Site. Currently, the property is surrounded by an approximately 6-foot high chain-linked fence with a plastic sheeting visual barrier. Within the fence, the ground surface of the Site ranges approximately 0 to 25 feet above street level.

2.2.2 The Site consists of historic disposal areas, comprising former disposal pits, current "lagoons," and former "lagoon" areas. At present, the Site consists of five waste lagoons, which are filled with oily waste material, covering approximately 30 percent of the surface area of the Site, and one pit (Pit F), containing styrene waste and other waste, located in the southeast area of the Site. The other pits and former lagoons, which contained viscous oily waste material, were filled in and covered with construction debris and fill materials the early 1970s through the mid-1980s. Pit F is presently enclosed with a chain-link fence and covered with a synthetic liner. Stockpiles of concrete, asphalt, and other wastes are scattered throughout the Site. Although the Site is fenced, there is evidence that trespassers have obtained access to the Site on occasion.

2.3 Site History.

2.3.1 The Site was an active disposal facility from approximately 1938 through 1984. Industrial and oil field wastes, including, but not limited to, rotary drilling muds, waste water brines, chromic acid, sulfuric acid, aluminum slag, oil tank bottoms, oil sump wastes, and styrene were disposed of at the Site. From 1971 through 1984, construction debris was also disposed of at the Site. Since 1984, the Site has not been used as a disposal facility and has remained undeveloped.

2.3.2 From approximately 1938 to 1950, the Garrish Brothers owned and operated the property as a disposal facility.

2.3.3 From 1950 to 1983, Steverson Brothers, Inc. (Steverson Brothers) owned and operated the Site as a disposal facility. In June of 1973, Salvatore Pugliese took over the day-to-day operations of the Site for Steverson Brothers and changed the name of the Site to As-Con Landfill. From 1971 to 1984, inert solid wastes, such as soil, concrete, asphalt, wood, metal, and abandoned vehicles, were disposed at the Site. However, beyond 1971, records show that industrial waste, including oil field wastes, were also disposed at the Site. Approximately 25 acres of the Site were used for disposal.

2.3.4 In 1983, Ascon Properties, Inc. (Ascon) purchased the Site. On January 10, 1984, DTSC listed the Site on its State Priority Ranking List. On October 29, 1984, DTSC initiated enforcement action against Ascon. On February 21, 1985, DTSC ordered Ascon to submit a Remedial Action Plan (RAP) for the Site. Ascon did not comply with the order and went into bankruptcy in 1989.

2.3.5. In January 1991, the NESI Investment Group (NESI), which had taken title to the Site through foreclosure, signed an agreement with DTSC which required NESI to remove liquid hazardous waste from the styrene waste pit (Pit F) and the five other waste ponds at the Site. NESI was ready to implement a removal of the oily liquids from the lagoons onsite in December 1991 but was ordered to halt removal work in March 1992 by the South Coast Air Quality Management District due to the need for proper air quality permits. The air permits were issued in August 1992 but NESI did not resume the implementation of the liquid removal plan. NESI filed for bankruptcy in January 1993.

2.3.6 In May 1993, the property was transferred to Signal Mortgage Company, Inc. (Signal Mortgage) by way of foreclosure proceedings against NESI. In November 1995, Signal Mortgage entered into an agreement with Savannah Resources Corporation (SRC) for the preparation of a Remedial Investigation/Feasibility Study (RI/FS) and RAP for the Site by SRC. SRC (through California/Nevada Developments, LLC (CND)) entered into a Voluntary Cleanup Agreement (VCA) with DTSC in May 1996. The VCA required the preparation of the RI/FS, RAP and other associated response action documents for the Site, subject to DTSC oversight and approval. CND prepared the draft RI/FS documents for soil/waste. DTSC approved the RI/FS for soil/waste on June 22, 2001. On June 20, 2001, DTSC received a 30-day notice from CND to terminate the VCA; the VCA was terminated on July 20, 2001.

2.4 Hazardous Substances Found at the Site. Numerous investigations have been conducted to characterize the wastes, soils, air, and groundwater at the Site. The following Paragraphs present information from reports which are currently on file with DTSC.

2.4.1 In July 1982, Ecology & Environment, Inc. (E&E), under contract with the U.S. Environmental Protection Agency (U.S. EPA), prepared a Site Investigation Report/Workplan. The report identified some of the hazardous substances disposed at the Site including chromic and nitric acid, sulfuric industrial wastes, metal-containing wastes, styrene wastes, used oil, and phenolic compounds.

2.4.2 In July 1983, E&E prepared a Monitoring Well Installation/Sampling Report presenting the results of Site activities. E&E installed eight groundwater monitoring wells along the perimeter of the Site to detect offsite migration of the waste, not to characterize onsite conditions. Soil, sediment and groundwater samples were also collected during the field activities. E&E concluded that the wastes onsite have not

migrated offsite to the adjacent soils or the shallow groundwater. The work performed by E&E was under the oversight of U.S. EPA.

2.4.3 In December 1988, Radian Corporation (Radian) prepared a Site Characterization Report for Ascon to obtain a better understanding of the nature and extent of the contamination at the Site. A total of 58 soil and waste samples were collected from the waste pits and analyzed for total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals. The highest level of TPH was detected in Pit F at 970,000 mg/kg. Metals detected in the waste pits with the highest concentrations include aluminum, calcium, chromium, iron, potassium, magnesium, manganese, sodium, and zinc. Concentrations in the waste pits ranged from approximately 100 mg/kg to 22,000 mg/kg for this group. The following VOCs with their maximum concentrations were detected in the waste pits, methylene chloride (3 ug/kg), acetone (950 ug/kg), 2-butanone (4,300 ug/kg), benzene (5 ug/kg), toluene (6 ug/kg), ethylbenzene (2,300 ug/kg), styrene (25,000 ug/kg), and total xylene (170 ug/kg). Ten SVOCs were detected in the waste pits with 2-methylnapthalene and bis-(2-ethylhexyl)phthalate reaching maximum concentrations of 17,000 ug/kg.

2.4.4 A total of 15 surface waste samples from five lagoons were also collected and analyzed by Radian during the 1988 Site characterization. TPH levels in the lagoons ranged from 460,000 mg/kg to 530,000 mg/kg. Metals detected with the highest concentrations include calcium, sodium, and iron with concentrations ranging from 290 mg/kg to 3,600 mg/kg for this group. Aromatic VOCs including benzene, toluene, meta-xylene, ortho-xylene, and para-xylene were detected with levels ranging from 56 ug/kg to 3,800 ug/kg for this group.

2.4.5 Soil and waste samples from former lagoon areas were also obtained and analyzed by Radian during the 1988 Site characterization. Maximum TPH levels were detected at a level of 4,400 mg/kg. Levels of aromatic VOCs including benzene, toluene, ethylbenzene, chlorobenzene and xylenes were detected ranging from 44 ug/kg to 27,000 ug/kg in concentration. VOCs with maximum concentrations detected in the former lagoons included toluene (270 ug/kg), ethylbenzene (1,500 ug/kg), and total xylene (6,300 ug/kg).

2.4.6 Five groundwater monitoring wells were installed by Radian during the 1988 Site characterization. The wells were placed around the perimeter of the Site and were all screened in the upper part of the native sand unit (Talbert Aquifer) underlying the Site. The depth to the water table at different parts of the Site range from 6 feet to 24 feet below ground surface, and ground surface of the Site ranges approximately 0 to 25 feet above street level. Groundwater samples were collected from 12 wells including wells installed during previous investigations. None of the wells contained levels of TPH greater than the detection limit of 2 ug/l. None of the metal concentrations detected exceeded drinking water standards or was considered to be significantly different from natural background levels. None of the samples contained arsenic, lead, or selenium.

The highest halogenated VOC compound concentration detected was chloroform with a concentration of 6.5 ug/l. Ethylbenzene with a maximum concentration of 540 ug/l was the highest aromatic VOCs detected. Radian concluded the following: 1) VOCs in the soil can volatilize and generate air contaminants; 2) the potential exists for generating fugitive dust containing organic compounds from the contaminated surface soil; 3) there is some evidence of groundwater contamination beneath the Site; and 4) the potential for direct human contact with the contaminants and contaminant migration by surface water are minimal due to the fence and locked entrances, and runoff tends to migrate towards the lagoons and not offsite.

2.4.7 In May 1992, ISCO Industries/ITARA Engineers submitted a Draft Remedial Investigation Report to DTSC as part of the requirements of the Consent Agreement between DTSC and NESI Investment Group. The report concluded that contamination at the Site is primarily petroleum refining waste products and compounds that are generally present in crude oil. Soil contaminants are generally TPH, VOCs, and polynuclear aromatic hydrocarbons (PAHs).

2.4.8 In June 1997, Environmental Science & Engineering, Inc. (ESE) prepared a Remedial Investigation (RI) Report for the soil/waste and a Baseline Health Risk Assessment (BHRA) for SRC to satisfy its obligations to DTSC under the VCA. The purpose of the RI Report is to present, in one summary document, the results of site investigation work conducted at the Site to date. Limited groundwater RI activities were performed, and the groundwater RI is to be continued in the future. In addition to summarizing previous investigation at the Site, ESE performed two separate investigations in January and February 1996 and February and March 1997. The preparation of both the RI Report for soil/waste and BHRA were under DTSC oversight.

2.4.9 The 1996 investigation by ESE conducted an inventory and evaluated the existing groundwater monitoring wells at the Site. Also, groundwater depth and flow direction were determined, a biological survey was conducted, and oil, sludge, soil, and water from lagoons and Pit F were analyzed.

2.4.10 The 1997 investigation by ESE addressed the issue of the potential for offsite migration of contaminated groundwater and soil vapor. Direct push technology was used to collect samples of soil, soil gas, and groundwater for analysis. Except for methane and TPH, no organic compounds were detected in soil gas samples collected from offsite locations, thus, significant concentrations of more toxic VOCs were apparently not migrating off the Site in the subsurface. In groundwater samples, nine VOCs, six SVOCs, and six metals were found at concentrations exceeding the PRGs. Almost all of these samples were collected onsite, indicating some migration of contaminants from buried waste materials and the pits and lagoons into the underlying groundwater. Barium and lead were detected in only one groundwater monitoring well, only lead had a concentration above the PRGs. No other constituent of concern was detected in the offsite groundwater samples. The report concluded that the contaminated soil and waste materials found at the Site are composed of compounds

that are generally consistent with the historical disposal records and many of the organic compounds that were detected are typically found in crude oil and in wastes from petroleum production. Additionally, halogenated hydrocarbons and several metals were found that probably were a result of disposal of other types of industrial wastes. The chemical data presented in the RI Report show that there are detectable concentrations of chemicals in the soil and onsite groundwater that exceed the U.S. EPA Preliminary Remediation Goals and exceed the Resource Conservation and Recovery Act and California criteria for defining materials as hazardous wastes. The RI Report estimated the total post-excavation volume of waste material and contaminated soil to be approximately 750,000 to 840,000 cubic yards.

2.4.11 The BHRA quantitatively evaluated the potential health impacts associated with human exposure to chemicals released from the waste pits and lagoons at the Site. The BHRA concluded that the estimated health risk for adult and children living in the immediate vicinity of the Site, onsite workers, and trespassers exceed levels considered acceptable by California regulatory agencies. These potential risks were found to be associated with the volatilization and subsequent inhalation of volatile organic compounds and oral and dermal contact with contaminants in the soil.

2.4.12 In November 2000, ENVIRON International Corporation (ENVIRON) prepared a Feasibility Study (FS) for soil/waste under contract with CND to satisfy various obligations to DTSC under the VCA. The objectives of the FS were to evaluate remedial technologies for addressing the affected media at the Site and process options for the implementation of those technologies. According to the FS, the affected media include soils and drilling muds in the former and current lagoons and in the pits, liquid hydrocarbon wastes in Lagoons 1 and 2, tarry styrene waste in Pit F, surface water in current lagoons, construction debris throughout the Site, and groundwater beneath the Site. The FS concluded that source removal is the most suitable remedial alternative for the Site. According to the FS, the total estimated cost for source removal is approximately $31.5 million. Based on previous investigations, the FS found that there is minimal impact to the groundwater at the Site and that there is no immediate need for groundwater remediation. The groundwater RI and need for groundwater remediation will be evaluated separately. The preparation of the FS Report for soil/waste was under DTSC oversight.

2.5 Health Effects.

2.5.1 Metals detected at the Site, greater then typical background concentrations, include arsenic, lead, chromium, cadmium, mercury, and thallium. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, circulatory, kidney, and nervous system damage. Inhalation of some metals can also produce immune reactions including asthma.

2.5.2 Pesticides detected at the Site include p,p'-Dichlorodiphenyldichloroethane (DDD), p,p'-Dichlorodiphenyldichloroethylene (DDE), lindane, and chlordane. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, liver and kidney damage, developmental and reproductive impairment, and effects on the immune system.

2.5.3 SVOCs detected at the Site include polycyclic aromatic hydrocarbons such as benzo(a)pyrene and naphthalene, benzidine, polychlorinated biphenyls, phenol, and phthalates. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, liver and kidney damage, developmental and reproductive impairment, and effects on the immune system.

2.5.4 VOCs detected at the Site include petroleum hydrocarbons (such as benzene, toluene, ethylbenzene, xylene), methylene chloride, styrene, chloroform, chlorinated solvents (including dichloroethane, dichloroethene, trichloroethane), and others. Significant risks from many of these chemicals may occur primarily by inhalation, including cancer, liver and kidney damage, respiratory impairment and central nervous system effects.

2.6 Routes of Exposure.

2.6.1 The Site has several lagoons and pits which contain plating acids and other industrial wastes. Volatile waste components present in the lagoons and Pit F may volatilize from the surface and disperse in the atmosphere which may cause exposure to onsite and offsite receptors via the inhalation route. Also, disturbance of these ponds and/or pits may result in the release of vapors or hazardous particulates into the atmosphere where persons may inhale or ingest such substances unless adequate measures are taken to prevent or control such a release.

2.6.2 Though the Site is fenced, there is a potential for direct contact with contaminated soils and accumulated contaminated runoff by persons or trespassers, due to previous trespassing, on the Site. Also, rainwater runoff which may come into contact with contaminated soils on the Site and goes outside the Site fence is another potential pathway of direct exposure.

2.6.3 Chemicals that were disposed of at the Site have migrated and may continue to migrate into the soil and groundwater beneath and adjacent to the Site. Exposure to impacted groundwater may occur if groundwater is pumped for use or if discharged into a surface water body. The potential for Site contamination to impact drinking water supplies should be fully assessed.

2.6.4 The migration of Site contaminants to a nearby wetlands area via the groundwater and/or surface water runoff may potentially expose wildlife to hazardous constituents.

2.7 Public Health and/or Environmental Risk.

2.7.1 The 1997 BHRA by ESE concluded that the estimated health risk for adult and children living in the immediate vicinity of the Site, and onsite workers, trespassers, and hypothetical residents exceeds levels considered acceptable by California regulatory agencies. These potential risks were found to be associated with the estimated volatilization and subsequent inhalation of VOCs and oral and dermal contact with contaminants in the soil.

2.7.2 Trespassers appear to continue visiting the Site in spite of efforts to enclose the Site and the posting of prominent warnings. There exists the possibility that a trespasser might be injured.

2.7.3 Air quality authorities have received complaints from the Site's neighbors about odorous emissions from Pit F. Some of the complaints indicate that the smell is strong enough to cause nausea, headaches, and respiratory discomfort.

2.7.4 The wildlife at or in the immediate vicinity of the Site do not appear to include rare or endangered species. However, the physical condition at the Site has contributed to some wildlife deaths.

2.7.5 A wetlands area is located approximately one mile south to southeast of the Site. No direct connection between the groundwater and surface runoff between the two areas have been identified; however, as long as the waste materials at the Site are not effectively contained, there exists the potential for future migration of the waste materials from the Site to the wetlands area. The most likely route for future contaminant migration between the two areas is through the unlined Huntington Beach flood control channel that currently passes the westerly edge of the Site and flows through the Talbert Marsh wetland.

III. DTSC'S CONCLUSIONS OF LAW

DTSC hereby concludes:

3.1 Each Respondent is a responsible party as defined by Health and Safety Code section 25323.5.

3.2 Each of the substances listed in Paragraph 2.4 is a "hazardous substance" as defined in Health and Safety Code section 25316.

3.3 There has been a “release” and/or there is a “threatened release” of hazardous substances listed in Paragraph 2.4 at the Site, as defined in Health and Safety Code section 25320.

3.4 The actual and threatened release of hazardous substances at the Site may present an imminent and substantial endangerment to the public health or welfare or to the environment.

3.5 Response action is necessary to abate a public nuisance and/or to protect and preserve the public health.

IV. DTSC’S DETERMINATION; RESPONDENTS’ DENIAL OF LIABILITY

4.1 Based on the foregoing DTSC findings of fact and conclusions of law, DTSC hereby determines that response action is necessary at the Site because there has been a release and/or there is a threatened release of a hazardous substance.

4.2 Based on the foregoing DTSC findings of fact and conclusions of law, DTSC hereby determines that there may be an imminent and/or substantial endangerment to the public health or welfare or to the environment because of the release and/or the threatened release of the hazardous substances at the Site.

4.3 The Respondents deny any and all legal or equitable liability under any federal, state or local statute, regulation or ordinance, or under common law, or any response costs, damages, or claims caused by or arising out of conditions at or arising from the Site. By entering into this Consent Order, or by taking any action in accordance with it, the Respondents do not admit any allegations contained in this Consent Order, nor do the Respondents admit liability for any purpose or admit the truth of any DTSC’s Findings of Fact set forth in Section II, DTSC’s Conclusions of Law in Section III, or any of DTSC’s Determinations in Paragraphs 4.1 or 4.2, or any responsibility for the alleged release or threat of release of any hazardous substance into the environment. This Consent Order shall not be admissible in any judicial or administrative proceeding to prove the Respondents’ liability.

V. CONSENT ORDER

Based on the foregoing, IT IS HEREBY AGREED AND ORDERED THAT Respondents conduct the following response actions in the manner specified herein, and in accordance with a schedule agreed to by the Parties as follows:

5.1 Consistency with the NCP and State Law. All work performed under this Consent Order shall be consistent with and based on CERCLA, the NCP, applicable guidance documents issued by the US EPA for response actions under CERCLA,

applicable state and federal laws and regulations, as well as all applicable DTSC guidance, policies and procedures.

5.1.1 Site Remediation Strategy. The purpose of this Consent Order is to require for the Site: implementation of any appropriate removal actions, completion of a RI/FS for groundwater, preparation of a RAP for soil/waste and a RAP for groundwater, preparation of California Environmental Quality Act (CEQA) documents, and Remedial Design and Implementation of the remedial actions approved in each RAP. An overall Site investigation and remediation strategy shall be developed by Respondents in conjunction with DTSC which reflects overall program goals, objectives, and requirements, and is consistent with 40 CFR Section 300.400 *et seq*., as amended, and applicable state law and regulations. Knowledge of the Site contamination sources, exposure pathways, and receptors shall be used in developing this strategy.

5.1.1.1 Throughout the RI/FS, RD and implementation phases of the work under this Consent Order, either Party may identify additional data and analysis needs that Respondents shall address, subject to Paragraph 6.26, Calendar of Tasks and Schedules. The Parties shall adjust the schedule, if necessary, to accommodate the additional DTSC-approved activities. These additional data and analysis requests will be consistent with Paragraph 5.1, Consistency with the NCP and State Law.

5.1.1.2 An objective of the Site investigations shall be to identify immediate or potential risks to public health and the environment and prioritize and implement response actions using removal actions and operable units, if appropriate, based on the relative risks at the Site. Respondents and DTSC shall develop and possibly modify Site priorities throughout the course of the investigations. If necessary for the protection of public health and the environment, DTSC may require additional response actions not specified in this Consent Order to be performed as removal actions or separate operable units. Removal actions shall be implemented in accordance with a workplan and implementation schedule submitted by Respondents and approved by DTSC.

5.1.1.3 For operable unit remedial actions, the separate remedial phase activities for soil/waste and for groundwater to be conducted are RI/FS, RAP, Remedial Design, and Implementation. The activities shall be conducted in accordance with the corresponding remedial phase requirements specified in this Consent Order, but shall only address the area or problem of the operable unit.

5.1.2 Remedial Action Objectives. Based on available information in the soil/waste RI/FS, DTSC has preliminarily determined that the remedial action objectives for the Site shall include:

(a) Existing and potential beneficial uses of groundwater shall be protected. The Regional Water Quality Control Board Basin Plan identifies beneficial uses of the groundwater beneath the Site which includes Municipal and Domestic Supply. Regional groundwater in the vicinity of the Site has been impacted by saltwater

intrusion. The remedial action objectives for this Site shall be developed with groundwater remediation standards which are protective of public health and safety, the environment, and the designated beneficial uses.

(b) Remedial objectives for contaminated media shall be developed consistent with the intended future land uses at the Site. Pursuant to the City of Huntington Beach's Magnolia Pacific Specific Plan, the Site is zoned for residential use. Therefore, remedial action objectives for contaminated media shall be developed to meet an unrestricted land use.

5.1.3 Removal Actions. Respondents shall undertake removal actions if DTSC determines that they are necessary to mitigate the release of hazardous substances at or emanating from the Site. DTSC may require Respondents to submit a removal action workplan that includes a schedule for implementing the workplan for DTSC's approval. Either DTSC or Respondents may identify the need for removal actions. Workplans for implementing removal actions shall be submitted by a DTSC specified date.

5.1.4 Operable Units. Respondents shall conduct separate RI/FS investigations and subsequent response actions for the groundwater operable unit in accordance with the schedules contained within this Consent Order.

5.1.5 Air Monitoring. Respondents shall perform an air sampling program to collect air data pursuant to a workplan, including a schedule, approved by DTSC. The workplan shall be submitted to DTSC when DTSC determines it is appropriate. Subsequent air sampling or monitoring shall be conducted and will terminate as DTSC determines it is appropriate.

5.1.6 Site Remediation Strategy Meeting. Respondents, including the Project Coordinator (Paragraph 6.1) and Project Engineer/Geologist (Paragraph 6.3), shall meet with DTSC within twenty (20) days from the effective date of this Consent Order to discuss the Site remediation strategy. These discussions will include Site risks and priorities; project planning, phasing and scheduling, remedial action objectives, remedial technologies, data quality objectives, and the RI/FS workplan for groundwater. Results of the discussions will be included in the Scoping Document, Paragraph 5.2.2.2(b) of this Consent Order.

5.2 Remedial Investigation / Feasibility Study (RI/FS) for Groundwater**.** A RI/FS shall be completed for the Site. The RI/FS is being performed in phases, being soil/waste and groundwater. The RI/FS for soil/waste was completed on June 22, 2001. The RI/FS for groundwater will be conducted in accordance with this Consent Order. The RI/FS for groundwater shall be prepared consistent with the U.S. EPA's "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988, and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines

developed by U.S. EPA pursuant to 40 CFR 300.400 et seq. The purpose of the RI/FS is to assess Site conditions and to evaluate alternatives to the extent necessary to select a remedy appropriate for the Site. RI and FS activities shall be conducted concurrently and iteratively so that the investigations can be completed expeditiously. Because of the incomplete understanding of the groundwater conditions at the Site and iterative nature of the RI/FS, additional data requirements and analyses may be identified throughout the process. Respondents shall fulfill additional data and analysis needs identified by DTSC; these additional data and analysis requests will be consistent with the general scope and objectives of this Consent Order.

The following elements of the RI/FS process and those defined by DTSC in Paragraph 5.1.4 of this Consent Order shall be preliminarily defined in the initial Site scoping and refined and modified as additional information is gathered throughout the RI/FS process.

(a) Conceptual Site Model identifying contamination sources, exposure pathways, and receptors;

(b) Federal, State and local remedial action objectives including applicable legal requirements or relevant and appropriate standards;

(c) Project phasing including the identification of removal actions and operable units;

(d) General response actions and associated remedial technology types; and

(e) The need for treatability studies.

5.2.1 RI/FS Objectives for Groundwater. The objectives of the RI/FS are to:

(a) Determine the nature and full extent of hazardous substance contamination of groundwater at the Site and as it may affect air, soil, and surface water;

(b) Identify all actual and potential exposure pathways and routes through environmental media;

(c) Determine the magnitude and probability of actual or potential harm to public health, safety or welfare or to the environment posed by the threatened or actual release of hazardous substances at or from the Site;

(d) Identify and evaluate appropriate response actions to prevent or minimize future releases and mitigate any releases which have already occurred; and

(e) Collect and evaluate the information necessary to prepare a RAP for groundwater.

5.2.2 RI/FS Workplan for Groundwater. Within sixty (60) days from the effective date of this Consent Order, Respondents shall prepare and submit to DTSC for review and approval a detailed RI/FS Workplan for groundwater and an implementation schedule which covers all the activities necessary to conduct a complete groundwater RI/FS of the Site.

5.2.2.1 The RI/FS Workplan shall include a detailed description of the tasks to be performed, information or data needed for each task, and the deliverables which will be submitted to DTSC. Either Respondents or DTSC may identify the need for additional work.

5.2.2.2 These RI/FS Workplan deliverables are discussed in the remainder of this Paragraph, with a schedule for implementation, and monthly reports. The RI/FS Workplan shall include all the sections and address each component listed below.

(a) Project Management Plan. The Project Management Plan shall define relationships and responsibilities for major tasks and project management items by Respondents, its contractors, subcontractors, and consultants. The plan shall include an organization chart with the names and titles of key personnel and a description of their individual responsibilities.

(b) Scoping Document. The Scoping Document shall incorporate program goals, program management principles, and expectations and shall be consistent with the National Contingency Plan (NCP) (40 Code of Federal Regulations (CFR) Part 300), as amended, and applicable state law and regulation. It shall include:

(1) An analysis and summary of the Site background and the physical setting. At a minimum, the following information is required:

(A) A map of the Site, and if they exist, aerial photographs and blueprints showing buildings and structures;

(B) A description of past disposal practices;

(C) A list of all hazardous substances which were disposed, discharged, spilled, treated, stored, transferred, transported, handled or used at the Site, and a description of their estimated volumes, concentrations, and characteristics;

(D) A description of the characteristics of the hazardous substances at the Site; and

(E) If applicable, a description of all current and past manufacturing processes which are or were related to each hazardous substance.

(2) An analysis and summary of previous response actions including a summary of existing data including relevant air, soil, surface water, and groundwater data and the Quality Assurance/Quality Control (QA/QC) procedures which were followed;

(3) Presentation of the Conceptual Site Model;

(4) The scope and objectives of RI/FS activities;

(5) Preliminary identification of possible response actions and the data needed for the evaluation of alternatives. Removal actions shall be proposed, if needed, based on the initial evaluation of threats to public health and the environment. If remedial actions involving treatment can be identified, treatability studies shall be conducted during the characterization phase, unless Respondents and DTSC agree that such studies are unnecessary as set forth in Paragraph 5.7; and

(6) If applicable, initial presentation of the Site Remediation Strategy.

(c) Field Sampling Plan. The Field Sampling Plan shall include:

(1) Sampling objectives, including a brief description of data gaps and how the field sampling plan will address these gaps;

(2) Sample locations, including a map showing these locations, and proposed sampling frequency;

(3) Sample designation or numbering system;

(4) Detailed specification of sampling equipment and procedures;

(5) Sample handling and analysis including preservation methods, shipping requirements and holding times; and

(6) Management plan for wastes generated.

(d) Quality Assurance Project Plan. The plan shall include:

(1) Project organization and responsibilities with respect to sampling and analysis;

(2) Quality assurance objectives for measurement including accuracy, precision, and method detection limits. In selecting analytical methods, Respondents shall consider obtaining detection limits at or below potentially applicable legal

requirements or relevant and appropriate standards, such as Maximum Contaminant Levels (MCLs) or Maximum Contaminant Level Goals (MCLGs);

(3) Sampling procedures;

(4) Sample custody procedures and documentation;

(5) Field and laboratory calibration procedures;

(6) Analytical procedures;

(7) Laboratory to be used certified pursuant to Health and Safety Code section 25198;

(8) Specific routine procedures used to assess data (precision, accuracy and completeness) and response actions;

(9) Reporting procedure for measurement of system performance and data quality;

(10) Data management, data reduction, validation and reporting. Validated information shall be accessible to downloading into DTSC's system; and

(11) Internal quality control.

(e) Health and Safety Plan. A site-specific Health and Safety Plan shall be prepared in accordance with federal (29 CFR 1910.120) and state (Title 8 CCR section 5192) regulations and shall describe the following:

(1) Field activities including work tasks, objectives, and personnel requirements and a description of hazardous substances on the Site;

(2) Respondents' key personnel and responsibilities;

(3) Potential hazards to workers including chemical hazards, physical hazards, confined spaces and climatic conditions;

(4) Potential risks arising from the work being performed including the impact to workers, the community and the environment;

(5) Exposure monitoring plan;

(6) Personal protective equipment and engineering controls;

(7) Site controls including work zones and security measures;

(8) Decontamination procedures;

(9) General safe work practices;

(10) Sanitation facilities;

(11) Standard operating procedures;

(12) Emergency response plan covering workers addressing potential hazardous material releases;

(13) Training requirements;

(14) Medical surveillance program; and

(15) Record keeping.

(f) Other Activities. A description of any other significant activities which are appropriate to complete the RI/FS shall be included.

(g) Schedule. A schedule which provides specific time frames and dates for completion of each activity and report conducted or submitted under the RI/FS Workplan including the schedules for removal actions and other groundwater operable unit activities.

5.2.3 RI/FS Workplan for Groundwater Implementation. Respondents shall implement the approved RI/FS Workplan for groundwater.

5.2.4 RI/FS Workplan for Groundwater Revisions. If Respondents propose to modify any methods or initiates new activities for which no Field Sampling Plan, Health and Safety Plan, Quality Assurance Project Plan or other necessary procedures/plans have been established, Respondents shall prepare an addendum to the approved plan(s) for DTSC review and approval prior to modifying the method or initiating new activities.

5.3 Remedial Investigation (RI) Report for Groundwater. The RI Report for groundwater shall be prepared and submitted by Respondents to DTSC for review and approval in accordance with the approved schedule in the RI/FS workplan for groundwater. The purpose of the RI is to collect data necessary to adequately characterize the Site for the purposes of defining risks to public health and the environment and developing and evaluating effective remedial alternatives. Site characterization may be conducted in one or more phases to focus sampling efforts and increase the efficiency of the investigation. Respondents shall identify the sources of

contamination and define the nature, extent, and volume of the contamination. Using this information, the contaminant fate and transport shall be evaluated. The RI Report shall contain:

(a) Site Physical Characteristics. Data on the physical characteristics of the Site and surrounding area shall be collected to the extent necessary to define potential transport pathways and receptor populations and to provide sufficient engineering data for development and screening of remedial action alternatives.

(b) Sources of Contamination. Contamination sources (including heavily contaminated media) shall be defined. The data shall include the source locations, type of contaminant, waste characteristics, and Site features related to contaminant migration and human exposure.

(c) Nature and Extent of Contamination. Contaminants shall be identified and the horizontal and vertical extent of contamination shall be defined in soil, groundwater, surface water, sediment, air, and biota, as applicable. Spatial and temporal trends and the fate and transport of contamination shall be evaluated.

5.4 Baseline Health and Ecological Risk Assessment to Include Groundwater. Respondents shall perform health and ecological risk assessments for groundwater that meet the requirements of Health and Safety Code section 25356.1.5(b). This Baseline Health and Ecological Risk Assessment shall include an evaluation of cumulative risks associated with the Site. Respondents shall submit a Baseline Health and Ecological Risk Assessment Report within forty-five (45) days, or as required by DTSC, from the submittal of the RI Report for groundwater. The report shall be prepared consistent with U.S. EPA and DTSC guidance and regulations, including as a minimum: Risk Assessment Guidance for Superfund, Volume 1; Human Health Evaluation Manual, December 1989; Superfund Exposure Assessment Manual, April 1988; Risk Assessment Guidance for Superfund, Volume 2, Environmental Evaluation Manual, March 1989; and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by U.S. EPA pursuant to 40 CFR 300.400 et seq. The Baseline Health and Ecological Risk Assessment Report shall include the following components:

(a) Contaminant Identification. Characterization data shall identify contaminants of concern for the risk assessment process.

(b) Environmental Evaluation. An ecological assessment consisting of:

(1) Identification of sensitive environments and rare, threatened, or endangered species and their habitats; and

(2) As appropriate, ecological investigations to assess the actual or potential effects on the environment and/or develop remediation criteria.

(c) Exposure Assessment. The objectives of an exposure assessment are to identify actual or potential exposure pathways, to characterize the potentially exposed populations, and to determine the extent of such exposure. Exposed populations may include industrial workers, residents, and subgroups that comprise a meaningful portion of the general population, including, but not limited to, infants, children, pregnant women, the elderly, individuals with a history of serious illness, or other subpopulations, that are identifiable as being at greater risk of adverse health effects due to exposure to hazardous substances than the general population.

(d) Toxicity Assessment. Respondents shall evaluate the types of adverse health or environmental effects associated with individual and multiple chemical exposures; the relationship between magnitude of exposures and adverse effects; and related uncertainties such as the weight of evidence for a chemical's potential carcinogenicity in humans.

(e) Risk Characterization. Risk characterization shall include the potential risks of adverse health or environmental effects for each of the exposure scenarios derived in the exposure assessment.

5.5 Feasibility Study (FS) Report for Groundwater. The FS Report for groundwater shall be prepared and submitted by Respondents to DTSC for review and approval, no later than forty-five (45) days from submittal of the RI Report for groundwater. The FS Report shall summarize the results of the FS including the following:

(a) Documentation of all treatability studies conducted.

(b) Development of medium specific or operable unit specific remedial action objectives, including legal requirements and other promulgated standards that are relevant.

(c) Identification and screening of general response actions, remedial technologies, and process options on a medium and/or operable unit specific basis.

(d) Evaluation of alternatives based on the criteria contained in the NCP including:

Threshold Criteria:

(1) Overall protection of human health and the environment.

(2) Compliance with legal requirements and other promulgated standards.

Primary Balancing Criteria:

(1) Long-term effectiveness and permanence.

(2) Reduction of toxicity, mobility, or volume through treatment.

(3) Short-term effectiveness.

(4) Implementability based on technical and administrative feasibility.

(5) Cost.

Modifying Criteria:

(1) State and local agency acceptance.

(2) Community acceptance.

(e) Proposed remedial actions.

5.6 Interim Screening and Evaluation of Remedial Technologies. At the request of DTSC, Respondents shall submit an interim document which identifies and evaluates potentially suitable remedial technologies and recommendations for treatability studies.

5.7 Treatability Studies. If required by DTSC, treatability testing will be performed by Respondents to develop data for the detailed assessment of remedial alternatives. Treatability testing is required to demonstrate the implementability and effectiveness of technologies, unless Respondents can show DTSC that similar data or documentation or information exists. The required deliverables are: a workplan, a sampling and analysis plan, and a treatability evaluation report. To the extent practicable, treatability studies will be proposed and implemented during the latter part of Site characterization.

5.8 Public Participation Plan (Community Relations). Respondents shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25356.1 and 25358.7 and DTSC's most current Public Participation Policy and Guidance Manual, and shall be subject to DTSC's review and approval.

5.8.1 The Community Relations Plan, dated January 13, 1992, was approved for this Site; however, this document shall be updated, as requested by DTSC, into a current Public Participation Plan (PPP) for the Site.

5.8.2 Baseline Community Survey. Respondents, in coordination with DTSC, shall conduct a baseline community survey. The results of the survey will be incorporated into the PPP. As required, community interviews will also be held.

5.8.3 Respondents shall implement any of the public participation support activities identified in the PPP, at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; preparation of mailing lists; public meeting preparations; and development and placement of public notices.

5.9 California Environmental Quality Act (CEQA). DTSC must comply with CEQA insofar as activities required by this Consent Order are projects requiring CEQA compliance. Upon DTSC request, Respondents shall submit any information deemed necessary by DTSC to facilitate compliance with CEQA. The costs incurred by DTSC in complying with CEQA are response costs and Respondents shall reimburse DTSC for such costs pursuant to Paragraph 6.20, Payment of Costs.

5.10 Remedial Action Plans (RAPs). The Respondents shall complete the draft RAP for soil/waste as directed by DTSC. No later than thirty (30) days after DTSC approval of the FS Report for groundwater, Respondents shall prepare and submit to DTSC a draft RAP for groundwater. Each draft RAP prepared shall be consistent with the NCP, Health and Safety Code section 25356.1, and applicable DTSC policies. The draft RAP public review process may be combined with that of any other documents required by CEQA.

5.10.1 Each draft RAP shall be based on and summarize the respective approved RI/FS Reports, and shall clearly set forth:

(a) Health and safety risks posed by the conditions at the Site.

(b) The effect of contamination or pollution levels upon present, future, and probable beneficial uses of contaminated, polluted, or threatened resources.

(c) The effect of alternative remedial action measures on the reasonable availability of groundwater resources for present, future, and probable beneficial uses.

(d) Site specific characteristics, including the potential for offsite migration of hazardous substances, the surface or subsurface soil, and the hydrogeologic conditions, as well as preexisting background contamination levels.

(e) Cost-effectiveness of alternative remedial action measures. Land disposal shall not be deemed the most cost-effective measure merely on the basis of lower short-term cost.

(f) The potential environmental impacts of alternative remedial action measures, including, but not limited to, land disposal of the untreated hazardous substances as opposed to treatment of the hazardous substances to remove or reduce their volume, toxicity, or mobility prior to disposal.

(g) A statement of reasons setting forth the basis for the removal and remedial actions selected. The statement shall include an evaluation of each proposed alternative submitted and evaluate the consistency of the removal and remedial actions proposed by the plan with the NCP and applicable state law.

(h) A schedule for implementation of all proposed removal and remedial actions.

5.10.2 In conjunction with DTSC, Respondents shall implement the public review process specified in DTSC's Public Participation Policy and Guidance Manual. Within thirty (30) days of closure of the public comment period, Respondents shall submit to DTSC a written Responsiveness Summary of all written and oral comments presented and received during the public comment period.

5.10.3 Following DTSC's review and finalization of the Responsiveness Summary, DTSC will specify any changes to be made in each RAP. Respondents shall modify each document in accordance with DTSC's specifications and submit a final RAP for soil/waste and a final RAP for groundwater within twenty (20) days of receipt of DTSC's comments.

5.11 Remedial Design (RD). Within sixty (60) days after DTSC approval of each final RAP, Respondents shall submit to DTSC for review and approval a preliminary RD. The remaining of the RD shall be submitted to DTSC in accordance with a DTSC-specified schedule. The RD shall describe in detail the technical and operational plans for implementation of each final RAP which includes the following elements, as applicable:

(a) Design criteria, process unit and pipe sizing calculations, process diagrams, and final plans and specifications for facilities to be constructed.

(b) Description of equipment used to excavate, handle, and transport contaminated material.

(c) A field sampling and laboratory analysis plan addressing sampling during implementation and to confirm achievement of the performance objectives of the RAP.

(d) A transportation plan identifying routes of travel and final destination of wastes generated and disposed.

(e) For groundwater extraction systems: aquifer test results, capture zone calculations, specifications for extraction and performance monitoring wells, and a plan to demonstrate that capture is achieved.

(f) An updated health and safety plan addressing the implementation activities.

(g) Identification of any necessary permits and agreements.

(h) An operation and maintenance plan including any required monitoring.

(i) A detailed schedule for implementation of the remedial action consistent with the schedule contained in the approved RAP including procurement, mobilization, construction phasing, sampling, facility startup, and testing.

5.12 Deed Restrictions / Land Use Covenants. If the approved remedy in each Final RAP includes deed restrictions / land use covenants, the owner(s) of the Site shall sign and record deed restrictions approved by DTSC within ninety (90) days of DTSC's approval of each final RAP.

5.13 Implementation of Final RAPs. Upon DTSC approval of each RD, Respondents shall implement each final RAP in accordance with the approved schedule in each RD. Within thirty (30) days of completion of field activities, Respondents shall submit an Implementation Report documenting the implementation of each Final RAP and RD.

5.14 Operation and Maintenance (O&M). Respondents shall comply with all O&M requirements in accordance with each final RAP and approved RD. Within thirty (30) days of the date of DTSC's request, Respondents shall prepare and submit to DTSC for approval an O&M workplan that includes an implementation schedule. Respondents shall implement the workplan in accordance with the approved schedule.

5.15 Five-Year Review. Respondent shall review and reevaluate each remedial action no less than every five (5) years. The review and reevaluation shall be conducted to determine if human health and the environment are being protected by the remedial action. The Five-Year Review shall be conducted consistent with the U.S. EPA guidance and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by U.S. EPA pursuant to 40 CFR 300.400 et seq. Within thirty (30) days before the end of the time period approved by DTSC to review and reevaluate each remedial action, Respondents shall submit a remedial action review workplan to DTSC for review and approval. Within sixty (60) days of DTSC's approval of the workplan, Respondents shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Respondents and

evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. As a result of any review performed under this Paragraph, Respondents may be required to perform additional work or to modify work previously performed.

5.16 Changes During Implementation of the Final RAPs. During the implementation of each final RAP and RD, DTSC may specify such additions, modifications, and revisions to each RD as DTSC deems necessary to protect public health and safety or the environment or to implement each RAP.

5.17 Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Consent Order) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Respondents to stop further implementation of this Consent Order for such period of time needed to abate the endangerment. In the event that DTSC determines that any Site activities (whether or not pursued in compliance with this Consent Order) are proceeding without DTSC authorization, DTSC may order Respondents to stop further implementation of this Consent Order or activity for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Consent Order directly affected by a Stop Work Order, under this Paragraph, shall be extended for the term of the Stop Work Order.

5.18 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Consent Order, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondents shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Consent Order. Within seven (7) days of the onset of such an event, Respondents shall furnish a report to DTSC, signed by Respondents' Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondents fail to take appropriate response and DTSC takes the action instead, Respondents shall be liable to DTSC for all costs of the response action. Nothing in this Paragraph shall be deemed to limit any other notification requirement to which Respondents may be subject.

5.19 Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAP shall be left in place and operated by Respondents until and except to the extent that DTSC authorizes Respondents in writing to discontinue, move or modify some or all of the remedial technology because Respondents have met the criteria specified in the final RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAP.

Respondents may petition DTSC for such by submitting such petition in writing along with appropriate justifying documentation.

5.20 Financial Assurance. Respondents shall demonstrate to DTSC and maintain financial assurance for operation and maintenance and monitoring. Respondents shall demonstrate financial assurance prior to the time that operation and maintenance activities are initiated and shall maintain it throughout the period of time necessary to complete all required operation and maintenance activities. The financial assurance mechanisms shall meet the requirements of Health and Safety Code section 25355.2. All financial assurance mechanisms are subject to the review and approval of DTSC.

VI. GENERAL PROVISIONS

6.1 Project Coordinator. Within ten (10) days from the effective date of this Consent Order, Respondents shall submit to DTSC in writing the name, address, and telephone number of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from DTSC. Respondents may change the Project Coordinator upon written notice to DTSC. Respondents shall obtain approval from DTSC before the new Project Coordinator performs any work under this Consent Order.

6.2 Communication and Coordination Plan (CCP). Within thirty (30) days from the effective date of this Consent Order, Respondents shall submit to DTSC for approval a CCP which specifies the requirements and procedures by which Respondents will communicate and coordinate with one another in carrying out the requirements of this Consent Order.

6.3 Project Engineer/Geologist. The work performed pursuant to this Consent Order shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous substance site cleanups. Within fifteen (15) days from the effective date of this Consent Order, Respondents must submit: a) the name and address of the project engineer or geologist chosen by Respondents; and b) in order to demonstrate expertise in hazardous substance cleanup, the resumé of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. Respondents shall promptly notify DTSC of any change in the identity of the Project Engineer/Geologist. Respondents shall obtain approval from DTSC before the new Project Engineer/Geologist performs any work under this Consent Order.

6.4 Monthly Summary Reports. Within thirty (30) days from the effective date of this Consent Order, and on a monthly basis thereafter, Respondents shall submit a Monthly Summary Report of their activities under the provisions of this Consent Order. The report shall be received by DTSC by the fifteenth (15th) day of each month and shall describe:

(a) Specific actions taken by or on behalf of Respondents during the previous calendar month;

(b) Actions expected to be undertaken during the current calendar month;

(c) All planned activities for the next month;

(d) Any requirements under this Consent Order that were not completed;

(e) Any problems or anticipated problems in complying with this Consent Order; and

(f) All results of sample analyses as presented in the final data packages from the analytical lab, and other tests and other data generated under this Consent Order received during the previous calendar month, and any significant findings from these data.

6.5 Quality Assurance / Quality Control (QA/QC). All sampling and analysis conducted by Respondents under this Consent Order shall be performed in accordance with QA/QC procedures submitted by Respondents and approved by DTSC pursuant to this Consent Order.

6.6 Submittals. All submittals and notifications from Respondents required by this Consent Order shall be sent either by facsimile transmission, first-class mail, hand delivery, or express delivery service to:

Mr. Thomas M. Cota, Chief
Southern California Cleanup Operations Branch – Cypress Office
Attention: Ms. Christine Chiu, Project Manager [two copies]
Southern California Cleanup Operations Branch, Cypress
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630-4732

6.7 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to the Project Coordinator for Respondents in writing by DTSC's Chief of the Southern California Cleanup Operations Branch – Cypress Office, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Respondents shall be construed to relieve Respondents of the obligation to obtain such formal approvals as may be required.

6.8 DTSC Review and Approval. (a) All response actions taken pursuant to this Consent Order shall be subject to the approval of DTSC. Respondents shall submit all

deliverables required by this Consent Order to DTSC. Once the deliverables are approved by DTSC, they shall be deemed incorporated into, and where applicable, enforceable under this Consent Order.

(b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Consent Order fails to comply with this Consent Order or fails to protect public health or safety or the environment, DTSC may:

(1) Modify the document as deemed necessary and approve the document as modified; or

(2) Return comments to Respondents with recommended changes and a date by which Respondents must submit to DTSC a revised document incorporating the recommended changes.

(c) Any modifications, comments or other directives issued pursuant to (b) above, are incorporated into this Consent Order. Any non-compliance with these modifications or directives shall be deemed a failure or refusal to comply with this Consent Order.

6.9 Compliance with Applicable Laws. Nothing in this Consent Order shall relieve Respondents from complying with all other applicable laws and regulations, including but not limited to compliance with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board. Respondents shall conform all actions required by this Consent Order with all applicable federal, state and local laws and regulations.

6.10 Respondent Liabilities. Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondents. Nothing in this Consent Order is intended to or shall be construed to limit the rights of Respondents to assert any claims, including but not limited to, cost recovery or contribution against any third party, pursuant to federal or state laws or regulations, including claims under CERCLA and the NCP. Except as provided herein as relates to DTSC, nothing in this Consent Order is intended to or shall be construed to limit the rights of the Respondents to assert any defenses available to the Respondents under federal or state laws or regulations for claims against Respondents arising from this Consent Order, including but not limited to defenses under CERCLA and the NCP. Nothing in this Consent Order is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Consent Order is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Consent Order, Respondents may be required to take further actions as are necessary to protect public health and the environment.

6.11 Site Access. Access to the Site and laboratories used for analyses of samples under this Consent Order shall be provided at all reasonable times to employees, contractors, and consultants of DTSC. Nothing in this Paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of Respondents in carrying out the terms of this Consent Order; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Respondents.

6.11.1 To the extent the Site or any other property to which access is required for the implementation of this Consent Order is owned or controlled by persons other than Respondents, Respondents shall use best efforts to secure from such persons access for Respondents, as well as DTSC, its representatives, and contractors, as necessary to effectuate this Consent Order. To the extent that any portion of the Site is controlled by tenants of Respondents, Respondents shall use best efforts to secure from such tenants, access for Respondents, as well as for DTSC, its representatives, and contractors, as necessary to effectuate this Consent Order. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. If any access required to complete the work is not obtained within forty-five (45) days of the effective date of this Consent Order, or within forty-five (45) days of the date DTSC notifies Respondents in writing that additional access beyond that previously secured is necessary, Respondents shall promptly notify DTSC, and shall include in that notification a summary of the steps Respondents have taken to attempt to obtain access. DTSC may, as it deems appropriate, assist Respondents in obtaining access. Respondents shall reimburse DTSC in obtaining access, including, but not limited to, attorneys fees and the amount of just compensation.

6.12 Site Access for Respondents. If it becomes applicable, a Site owner Respondent(s) shall grant access to other Respondents who are in compliance with this Consent Order for the purpose of conducting activities pursuant to this Consent Order or for activities deemed necessary by DTSC to meet the objectives of this Consent Order. Respondents have responsibility to secure access to the Site. Respondents are currently pursuing an access agreement with the land owner.

6.13 Sampling, Data and Document Availability. Respondents shall permit DTSC and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondents or on Respondents behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondents shall submit all such data upon the request of DTSC. Copies shall be provided within seven (7) days of receipt of DTSC's written request. Respondents shall inform DTSC at least seven (7) days in advance of all field sampling under this Consent Order, and shall allow DTSC and its authorized representatives to take duplicates of any samples

collected by Respondents pursuant to this Consent Order. Respondents shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order.

6.14 Record Retention. All such data, reports and other documents shall be preserved by Respondents for a minimum of ten (10) years after the conclusion of all activities under this Consent Order. If DTSC requests that some or all of these documents be preserved for a longer period of time, Respondents shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Respondents shall notify DTSC in writing, at least six (6) months prior to destroying any documents prepared pursuant to this Consent Order.

6.15 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or related parties specified in Paragraph 6.27, Parties Bound, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as party to any contract entered into by Respondents or its agents in carrying out activities pursuant to this Consent Order.

6.16 Additional Actions. By issuance of this Consent Order, DTSC does not waive the right to take any further actions authorized by law.

6.17 Extension Requests. If Respondents are unable to perform any activity or submit any document within the time required under this Consent Order, Respondents may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.18 Extension Approvals. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondents shall comply with the new schedule incorporated in this Consent Order.

6.19 Liability for Costs. Respondents are liable for all of DTSC's costs that have been incurred in taking response actions at the Site (including costs of overseeing response actions performed by Respondents) and costs to be incurred in the future. There are past costs (costs incurred through June 30, 2002) incurred by DTSC which have not been paid. Respondents will pay $250,000 of these past costs to DTSC within forty five (45) days of the effective date of this Consent Order. DTSC will make what it determines are good faith efforts to obtain repayment of the balance of these past costs, together with accrued interest, from other responsible parties. DTSC and Respondents agree to toll the accrual of any interest on these past costs while DTSC pursues repayment from other responsible parties. DTSC and Respondents agree to toll any applicable statue of limitations regarding these past costs as of the effective date of this Consent Order.

6.20 Payment of Costs. DTSC may bill Respondents for costs incurred in taking response actions at the Site prior to the effective date of this Consent Order. DTSC will bill Respondents quarterly for its response costs incurred after the effective date of this Consent Order. Respondents shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1.

6.20.1 All payments made by Respondents pursuant to this Consent Order shall be by cashier's or certified check made payable to "DTSC," and shall bear on the face the project code of the Site (Site #400007) and the Docket number of this Consent Order. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 “I” Street
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Consent Order.

6.21 Severability. The requirements of this Consent Order are severable, and Respondents shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

6.22 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondents pursuant to this Consent Order are incorporated in this Consent Order upon DTSC's approval or as modified pursuant to Paragraph 6.8, DTSC Review and Approval, and shall be implemented by Respondents. Any non-compliance with the documents incorporated in this Consent Order shall be deemed non-compliance with this Consent Order.

6.23 Modifications. Modifications to this Consent Order may be made by written approval of both DTSC and the Respondents and shall be effective upon the date the modification is signed or as specified by the Parties. In the event DTSC refuses to accept any modification proposed by the Respondents, the Respondents shall have the right to seek dispute resolution pursuant to Paragraph 6.29, Dispute Resolution. Subject to the provisions of Paragraph 6.29, DTSC reserves the right to modify this Consent Order unilaterally. If Respondents do not seek dispute resolution, any unilateral modification to this Consent Order shall be effective upon the date the modification is signed by DTSC and shall be deemed incorporated in this Consent Order. If Respondents seek dispute resolution, and DTSC prevails, the effective date shall be as of the date of the final decision pursuant to the dispute resolution process under Paragraph 6.29.

6.24 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Consent Order and "days" means calendar days. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the next business day.

6.25 Termination and Satisfaction. Except for Respondents obligations under Paragraphs 5.14 Operation and Maintenance (O&M), 5.15 Five-Year Review, 5.20 Financial Assurance, 6.14 Record Retention, 6.19 Liability for Costs, and 6.20 Payment of Costs, Respondents obligations under this Consent Order shall terminate and be deemed satisfied upon Respondents receipt of written notice from DTSC that Respondents have complied with all the terms of this Consent Order.

6.26 Calendar of Tasks and Schedules. This Paragraph is merely for the convenience of listing in one location the tasks and submittals required by this Consent Order. If there is a conflict between the date for a scheduled task or submittal within this Paragraph and the date within the Paragraph describing the specific requirement, the latter shall govern.

Calendar of Tasks and Schedules

	TASK	SCHEDULE
1.	Identify Project Coordinator; Paragraph 6.1;	Within 10 days from the effective date of this Consent Order.
2.	Submit CCP; Paragraph 6.2;	Within 30 days from the effective date of this Consent Order.
3.	Identify Project Engineer/Geologist; Paragraph 6.3;	Within 15 days from the effective date of this Consent Order.
4.	Submit Monthly Summary Reports; Paragraph 6.4;	Within 30 days from the effective date of this Consent Order, and monthly thereafter.
5.	Submit Removal Action Workplan; Paragraph 5.1.3;	As specified by DTSC.
6.	Submit Workplan for Air Monitoring; Paragraph 5.1.5;	As determined by DTSC.
7.	Attend Site Remediation Strategy Meeting; Paragraph 5.1.6;	Within 20 days from the effective date of this Consent Order.

8.	Submit RI/FS Workplan for Groundwater; Paragraph 5.2.2;	Within 60 days from the effective date of this Consent Order.
9.	Submit addendum to approved RI/FS Workplan for Groundwater; Paragraph 5.2.4;	Prior to the modification or initiation of new activities.
10.	Submit RI Report for Groundwater; Paragraph 5.3;	Per schedule in approved RI/FS Workplan for Groundwater.
11.	Submit Baseline Risk Assessment; Paragraph 5.4;	Within 45 days, or as required by DTSC, from submittal of RI Report for Groundwater.
12.	Submit FS Report for Groundwater; Paragraph 5.5	No later than 45 days from submittal of RI Report for Groundwater.
13.	Submit Interim Screening and Evaluation document; Paragraph 5.6.	As requested by DTSC.
14.	Submit Treatability Studies; Paragraph 5.7;	As required during Site characterization or as requested by DTSC.
15.	Update Community Relations Plan into a PPP. Paragraph 5.8.1;	As requested by DTSC.
16.	Conduct a baseline community survey; Paragraph 5.8.2;	As requested by DTSC.
17.	Implement public participation support activities; Paragraph 5.8.3;	As specified in the PPP and/or as requested by DTSC.
18.	Provide information to facilitate compliance with CEQA; Paragraph 5.9;	As requested by DTSC.
19.	Complete Draft RAP for Soil/Waste; Paragraph 5.10;	As directed by DTSC.
20.	Submit Draft RAP for Groundwater; Paragraph 5.10;	No later than 30 days from DTSC approval of FS Report of Groundwater.

21.	Submit Responsiveness Summary for each Draft RAP; Paragraph 5.10.2;	Within 30 days of closure of each public comment period.
22.	Submit each Final RAP; Paragraph 5.10.3;	Within 20 days of receipt of DTSC's comments of each Draft RAP.
23.	Submit each preliminary Remedial Design; Paragraph 5.11;	Within 60 days after DTSC approval of each Final RAP.
24.	Have Deed Restrictions/Land Use Covenants signed and recorded; Paragraph 5.12;	Within 90 days of DTSC approval of each Final RAP.
25.	Submit each Implementation Report; Paragraph 5.13;	Within 30 days of completion of field activities for each final RAP.
26.	Submit each O&M Workplan; Paragraph 5.14;	Within 30 days of DTSC’s request.
27.	Submit each Remedial Action Review Workplan; Paragraph 5.15;	Within 30 days before end of Five-Year Review period.
28.	Submit Emergency Response Action Report; Paragraph 5.18;	Within 7 days of an emergency response action.
29.	Demonstrate financial assurance; Paragraph 5.20;	Prior to the initiation of O&M activities.
30.	Maintain financial assurance; Paragraph 5.20;	Throughout the period of time necessary to complete all required O&M activities.
31.	Provide notice of steps taken to attempt to obtain access when not secured; Paragraph 6.11.1;	Within 45 days from the effective date of this Consent Order or within 45 days from date of DTSC’s written notice.
32.	Provide copies of sampling, data, and documentation; Paragraph 6.13;	Within 7 days of receipt of DTSC's written request.

33.	Provide prior notice before conducting field sampling; Paragraph 6.13;	Inform DTSC 7 days in advance of sampling.
34.	Maintain central depository of data, reports, documentation; Paragraph 6.14;	Minimum of ten 10 years after conclusion of all activities conducted pursuant to this Consent Order.
35.	Provide prior written notice before destroying any documentation prepared pursuant to this Consent Order; Paragraph 6.14;	At least 6 months prior to destroying any documents.
36.	Provide written request for extension of time; Paragraph 6.17;	In advance of date the activity or document is due.
37.	Provide payment for any DTSC billing and provide photocopy of payment check; Paragraph 6.20.	Within 60 days of receipt of billing.

6.27 Parties Bound. This Consent Order applies to and is binding upon DTSC, Respondents, and their respective officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees. Respondents shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within fifteen (15) days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Respondents shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Consent Order and for ensuring that its subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Consent Order.

6.28 Change in Ownership. No change in ownership or corporate or partnership status relating to the Site shall in any way alter Respondent's responsibility under this Consent Order. No conveyance of title, easement, or other interest in the Site, or a portion of the Site, shall affect Respondent's obligations under this Consent Order. Unless DTSC agrees that such obligations may be transferred to a third party, Respondents shall be responsible for and liable for any failure to carry out all activities required of Respondents by the terms and conditions of this Consent Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks. Respondents shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred.

6.29 Dispute Resolution. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this Paragraph are the required administrative procedures for resolving disputes arising under this Consent Order. If Respondent(s) fails to follow the procedures contained in this Paragraph, it shall have waived its right to contest the disputed issue further. Respondent(s) reserves their respective legal rights to contest or defend against any final decision rendered by DTSC under this Paragraph. Disputes regarding DTSC billings shall follow the procedures set forth in Paragraph 6.29.3.

6.29.1 Respondent(s) shall first seek resolution with DTSC's assigned project manager and unit chief. If the issue is not resolved after review by the unit chief, Respondent(s) shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for Respondent(s) position, and the remedy sought. Respondents shall submit such letter within ten (10) days of receiving a written determination from the project manager and/or unit chief. Date of receipt of such letter by DTSC shall start the dispute resolution process. The branch chief shall issue a written decision with an explanation for the decision within thirty (30) days after receipt of the letter from Respondent(s).

6.29.2 If Respondent(s) disagrees with the branch chief's decision, Respondent(s) may appeal to the Statewide Cleanup Operations Division Chief. To appeal to the division chief, Respondent(s) must prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (1) Respondent(s)'s original statement of dispute, (2) supporting documents, and (3) copies of any responses prepared by the project manager, unit chief, and branch chief. This letter and attachments shall be sent to the division chief within ten (10) days from the date of Respondent(s) receipt of the branch chief's response. The division chief or designee shall review Respondent(s') letter and supporting documents, consider the issues raised and render a written decision to Respondent(s) within thirty (30) days of receipt of Respondent(s) letter. The decision of the division chief , or designee, shall constitute DTSC's administrative decision on the issues in dispute.

6.29.3 If Respondent(s) dispute a DTSC billing, or any part thereof, Respondent(s) shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Respondent(s) desires to request dispute resolution formally with regard to the billing, Respondent(s) shall file a request for dispute resolution in writing within forty-five (45) days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the invoice, Respondent(s) shall pay all costs which are undisputed in accordance with Paragraph 6.20, Payment of Costs. The filing of a notice of dispute pursuant to this Paragraph shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Consent Order. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

6.29.4 Except as otherwise provided in this Consent Order, the existence of a dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Consent Order.

6.29.5 During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Order which are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute.

6.30 Non-compliance by Respondents. In the event DTSC believes that the Respondents are not in compliance with this Consent Order, DTSC shall provide the Respondents with notice in writing of the facts which constitute such alleged non-compliance and, except as specified otherwise herein, shall specify a reasonable time period of not less than ten (10) days for the Respondents to remedy, or DTSC determines if a remedy is not possible during such ten (10) day period, Respondents shall commence and diligently pursue a remedy of, such non-compliance. Non-compliance by any Respondent does not relieve any other Respondent of any obligations under this Consent Order. No Respondent that has been determined not to be in compliance with this Consent Order pursuant to California Health and Safety Code section 25355.5 may receive the benefits of this Consent Order, unless such Respondent has cured such non-compliance.

6.31 Reservation of Rights. Nothing is this Consent Order shall constitute or be construed as a covenant not to sue with respect to, or release from, any claim or cause of action, whether statutory, judicial, civil or criminal, past or future, in law or equity, which DTSC may have against any person or entity. Respondents reserve any and all rights, including but not limiting to, rights of contribution or indemnification, for all costs, losses, liabilities and damages incurred by Respondents in connection with the Site, or for complying with the requirements of this Consent Order.

6.32 Additional Potentially Responsible Parties. Respondents and DTSC acknowledge that there are additional responsible parties at this Site which are not parties to this Consent Order, or which have not been notified of their responsibility for the Site, or both. DTSC agrees to coordinate, as it deems necessary, with Respondents who seek to have these parties pay their fair share of responsibility.

VII. EFFECTIVE DATE

7. The effective date of this Consent Order shall be the date on which this Consent Order is signed by DTSC.

VIII. PENALTIES FOR NON-COMPLIANCE

8. Each Respondent may be liable for penalties of up to $25,000 for each day out of compliance with any term or condition set forth in this Consent Order and for punitive damages up to three times the amount of any costs incurred by DTSC as a result of Respondent's(s') failure to comply, pursuant to Health and Safety Code sections 25359, 25359.2, 25359.4, and 25367(c). Health and Safety Code section 25359.4.5. provides that a responsible party who complies with this Consent Order, or with another order or agreement concerning the same response actions required by this Consent Order, may seek treble damages from Respondents who fail or refuse to comply with this Consent Order without sufficient cause.

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IX. SIGNATORIES

9.1 Each undersigned representative of the parties to this Consent Order certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind the Parties to this Consent Order.

9.2 This Consent Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

9.3 Each Respondent has identified, on the attached Exhibit "A," the name and address of an agent who is authorized to receive notice on behalf of that party with respect to all.

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/19/02

[original signed by Mark E. Brekhus]
Atlantic Richfield Company

Respondent's Representative:
Mark E. Brekhus
OBC Manager

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/24/02

[original signed by Gordon A. Turl]
Chevron Environmental Management Company,
individually and on behalf of Chevron U.S.A. Inc.,
Chevron Pipe Line Company, and Texaco Inc.

Respondent's Representative:
Gordon A. Turl
Business Unit Manager
Superfund and Property Management Unit

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/30/02

[original signed by William A. Kitchen]
Conoco Inc.

Respondent's Representative:
William A. Kitchen
Manager
Risk Management & Remediation

DATE: 12/30/02

[original signed by William A. Kitchen]
Phillips Petroleum Company

Respondent's Representative:
William A. Kitchen
Manager
Risk Management & Remediation

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/30/02

[original signed by Thomas E. Moran]
The Dow Chemical Company

Respondent's Representative:
Thomas E. Moran
Counsel and Assistant Secretary

IT IS HEREBY AGREED AND ORDERED.

DATE: _____ [no signature]_____
Exxon Mobil Corporation

Respondent's Representative:
Don Esch
Global Remediation Manager

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/31/02

[original signed by Roxanne J. Decyk]
Shell Oil Company for itself and on behalf of
its affiliates

Respondent's Representative:
Roxanne J. Decyk
Sr. Vice President
Corporate Affairs/HR

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/19/02

[original signed by Steven E. Pickett]
Southern California Edison Company

Respondent's Representative:
Steven E. Pickett
Senior Vice President and General Counsel

IT IS HEREBY AGREED AND ORDERED.

DATE: 12/18/02

[original signed by David B. Goldston]
Northrop Grumman Space & Mission Systems Corp.
(formerly known as TRW Inc.)

Respondent's Representative:
David B. Goldston
Assistant General Counsel & Assistant Secretary

IT IS HEREBY AGREED AND ORDERED.

DATE: 01/08/03

[original signed by Thomas M. Cota]
Thomas M. Cota, Chief
Southern California Cleanup Operations Branch -
Cypress Office
Department of Toxic Substances Control

Exhibit “A”
Settling Parties or Respondents

Atlantic Richfield Company, a Delaware corporation

Agent: Cynthia D. Kezos
Address: 333 S. Hope Street, PAC 1923A
Los Angeles, CA 90071

Chevron Environmental Management Company, a California corporation, individually and on behalf of Chevron U.S.A. Inc. (successor to Standard Oil Company of California and Gulf Oil Corporation), Chevron Pipe Line Company, and Texaco Inc. (successor to Texaco Exploration & Production Inc.)

Agent: Glenn R. Anderson
Address: 6001 Bollinger Canyon Road
P.O. Box 6012
Room K2098
San Ramon, CA 94583-2324

Conoco Inc., a Delaware corporation (successor to Douglas Oil Company of California and Continental Oil Company) and Phillips Petroleum Company, a Delaware corporation (successor to Signal Oil & Gas Company)

Agent: Dianne Seefried
Address: 600 North Dairy Ashford
Threadneedle Office
Houston, TX 77079-1175

The Dow Chemical Company, a Delaware corporation

Agent: Sandi Van Warmer
Address: The Dow Chemical Company
2030 Dow Center
Midland, MI 48642

~~Exxon Mobil Corporation, a New Jersey corporation (as successor to Humble Oil & Refining Corporation and Mobil Oil Corporation)~~

~~Agent: Anita Lovely~~
~~Address: Lovely Consulting, Inc.~~
~~17171 Bothell Way NE, #300~~
~~Seattle, WA 98155~~

Shell Oil Company, a Delaware corporation, for itself and on behalf of its affiliates

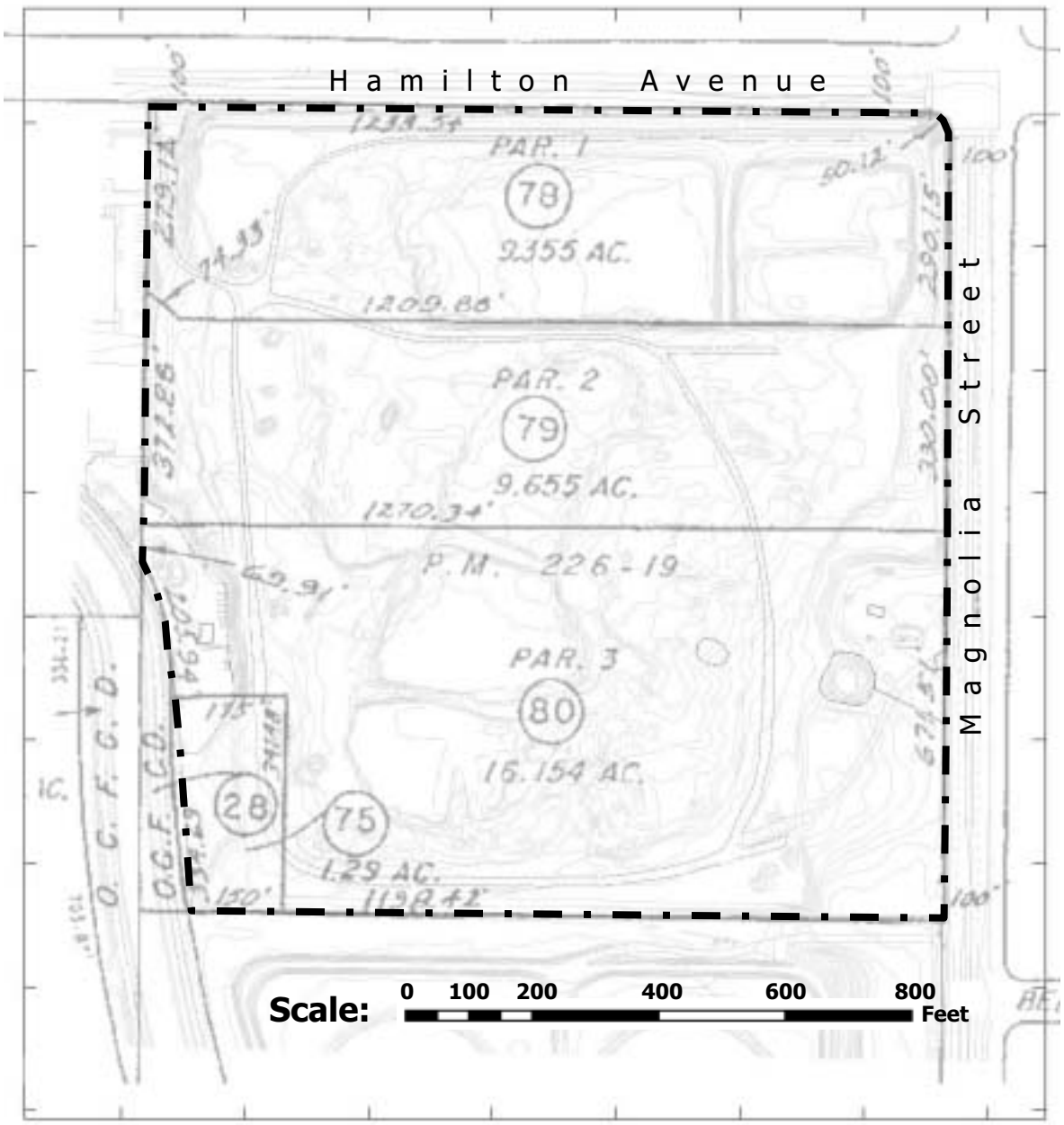
Agent: Corporation Service Company
Address: 2711 Centerville Road, Ste. 400
Wilmington, DE 19808

Southern California Edison Company, a California corporation

Agent: Albert J. Garcia
Address: 2244 Walnut Grove Avenue
Rosemead, CA 91770

~~TRW, Inc., an Ohio corporation~~ Northrop Grumman Space & Mission Systems Corp., an Ohio corporation (formerly known as TRW Inc., an Ohio corporation)

Agent: CT Corporation System
Address: 818 West 7th Street
Los Angeles, CA 90017



LEGEND

Property Boundary

Parcel Number	Assessor's Parcel Number
75	114-150-75
78	114-150-78
79	114-150-79
80	114-150-80

Notes:
1) All four parcels are owned by 1998 Beach Coast Properties, L.P.
2) County of Orange Assessor's Parcel Map (2000).

Ascon Property Map		Consent Order - Exhibit B
Ascon Site, Huntington Beach, California	December 13, 2002	Project Navigator, Ltd.